NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
LOGO SIGNING MANUAL

Traffic Engineering and Safety Systems Branch
Traffic Congestion and Engineering Operations Unit
Signing Section

Effective 2004
Revised 2006

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INTRODUCTION

BACKGROUND

Specific Service Signs, which are generally referred to as LOGO signs, are defined as guide signs that identify and provide directions to qualifying gas, food, lodging, camping, and attraction businesses that furnish services to the freeway user at or near an interchange. The North Carolina Department of Transportation has given eligible businesses the opportunity to be listed on official signs within the right-of-way of fully controlled access highways since 1982 by GS # 136-89.56 and NCAC 02E.0216 through 02E.0223.

Although the primary purpose of the Logo Signing Program is to provide information to the freeway user that will enhance his/her driving experience, many participating businesses have documented substantial increases in their sales, which impacts the economy in a positive manner. Also, restrictions on billboard signing during the past recent years have resulted in an increased demand for Logo signing.

Over the years, many changes to improve the Program have been implemented. In January and February 2004, the latest changes to the Logo administrative rules became effective for use by the North Carolina Department of Transportation throughout the state (see Appendix B – NCAC 02E.0216 through 02E.0223).

SUMMARY OF CURRENT RULES EFFECTIVE JANUARY AND FEBRUARY 2004

- Businesses apply for participation on a first-come, first-served basis.
- A fifth service, ATTRACTION, was added to allow for signing for businesses that provide amusement, historical, cultural, or leisure activities to the public. *(See Chapter Nine for eligibility criteria.)*
- Businesses participate only through annual rental agreements.
- Businesses pay one annual rental fee per each Logo mainline, ramp, and trailblazer panel. The annual fee includes the cost of all program activities except the costs related to design and fabrication of the individual Logo panel. No maintenance fees are required. *(Participating businesses are responsible for the design and fabrication costs)*
- Previously businesses that requested signing at two interchanges were required to have a provisional agreement at one of the two interchanges. Now, businesses are no longer required to have a provisional agreement at one of the two interchanges since the program is first-come, first-served. A standard agreement must be executed for both locations for the business.

- To maximize participation, provisional agreements are also allowed for certain businesses on combination signs. Combination signs are split service signs that provide for more than one service type such as a sign with 3 FOOD Logos as well as 3 LODGING Logos.

- Distance criteria for GAS, FOOD, and LODGING is different for urban and rural areas allowing rural businesses to participate that are located further from interchange. To maximize participation, qualifying GAS, FOOD, and LODGING businesses located beyond the one mile requirement for urban interchanges and the three mile requirement for rural interchanges may participate in the Logo program with provisional agreements under the following conditions:
  1) For rural interchanges, qualifying businesses beyond three miles but less than six miles are allowed to participate if no other qualifying businesses providing these services are located within three miles of the rural interchange.
  2) For urban interchanges, qualifying businesses beyond one mile but less than three miles are allowed to participate if no other qualifying businesses provide these services within one mile.

  Note: see definition of rural and urban interchanges below.

- Qualifying GAS businesses must be open year round 16 hrs/day, 7 days/week, and must be within one mile from interchange if urban and within 3 miles if rural unless the business has a provisional contract which allows that the maximum distance may be increased to three miles at urban interchange approaches and six miles at rural interchange approaches.

- Qualifying FOOD businesses must be open year round 8 continuous hours, 6 days/week, have indoor seating for 20 people, and must be within one mile from interchange if urban and within 3 miles if rural unless the business has a provisional contract which allows that the maximum distance may be increased to three miles at urban interchange approaches and six miles at rural interchange approaches.

- Qualifying LODGING businesses must be open year round, minimum of 10 units except for a Bed and Breakfast facility that may have less than 10 units, and must be within one mile from interchange if urban and within 3 miles if rural unless the business has a provisional contract which allows that the maximum distance may be increased to three miles at urban interchange approaches and six miles at rural interchange approaches. All Bed and Breakfast businesses have provisional agreements.

- Qualifying CAMPING businesses must be open 7 days/week during business season, have 10 campsites with accommodations, and be within 15 miles of interchange

- Qualifying ATTRACTION businesses must be open 8 hours/day, 5 days/week during operating season, be within 15 miles from the interchange, and meet certain eligibility requirements *(See Chapter Nine for eligibility criteria)*

- Individual business logo panels shall only contain one service type and shall only be allowed on the corresponding service sign. For example, on the FOOD sign, even if the business provides combination GAS and FOOD services under one roof such as a BP and a McDonalds in one building, the FOOD business panel cannot include information about the GAS service. A separate GAS panel would be required.

DEFINITIONS

The following definitions apply to the LOGO Signing Program:

1) ***Specific Service Sign or Sign*** is defined as a rectangular, white-on-blue sign bearing the message GAS, FOOD, LODGING, CAMPING, or ATTRACTIONS and appropriate directional information and including space for one or more individual business LOGO panels.

2) ***Combination Specific Service(Logo) Sign*** is defined as a rectangular, white-on-blue sign bearing the message, GAS, FOOD, LODGING, CAMPING, or ATTRACTIONS for two or more service types and appropriate directional information and including space for one or more individual business LOGO panels *(for example, GAS and FOOD, LODGING and CAMPING, etc)*.

3) ***LOGO Panel, Business Panel, or Panel*** is defined as a separately attached, rectangular sign that is owned and furnished by the participating business that bears the brand, symbol, trademark, or name *(or any combination thereof)* for the available service.

4) ***Supplemental Service Sign*** is defined as a rectangular, white-on-blue sign bearing the message GAS, FOOD, LODGING, CAMPING, or ATTRACTIONS *(or any combination thereof up to a maximum of three service types)*.

5) *Fully-Controlled Access Highway* is defined as a highway that gives preference to through traffic by providing grade separated access connections with selected public roads only and by prohibiting at-grade crossings and direct private driveway connections.

6) ***Fully-Controlled Access Interchange*** is defined as an interchange on a non-fully controlled access facility that has full control of access at the interchange and on the approaches to the interchange.

7) ***Rural Interchange*** is defined as an interchange along a freeway *(interstate or other fully-controlled access arterial highway)* that is located either in a rural

unincorporated area or within the corporate limits of a city/town with a population of less than 40,000.

8) ***Urban Interchange*** is defined as an interchange along a freeway *(interstate or other fully-controlled access arterial highway)* that is located either in or within one mile of the corporate limits of a city/town with a population equal to or greater than 40,000 *(See Appendix J)*.

9) ***Gas service*** provides fuel as primary service. It must comply with all administrative code requirements. Logo must include a recognizable name, symbol, or trademark for the fuel or must be a recognizable gas business name or logo. If the gas business name or logo is not recognizable to the general motorist as a gas service, the word "Gas" or "Fuel" must also be included in the business Logo panel. Determination of "recognizable" is made by the State Logo Engineer.

   Words/phrases such as pantry, mini mart, and/or a convenience store name are not considered a recognizable gas business name and may only be used within the Logo panel if they are in the official name of the business. In this case, the word " Gas" or "Fuel" must also be included in the business Logo panel. Business panels must match on premise business signage.

10) ***Food service*** provides food, not beverage, as primary service. It must comply with all administrative code requirements. A food service includes full service and fast service restaurants serving meals. Sandwiches and salads that are prepared on the premises are considered a meal. Donuts or pastry items made on the premises are considered a meal. Ice cream dishes, or similar frozen food items, combined with a variety of other ingredients are considered a meal. Ice cream, frozen yogurt, etc., served by itself or in a cone is not considered a meal. Pre-packaged food items, whether packaged in quantity or individually, is not considered qualifying food for the purpose of the Specific Service Signing (Logo) Program. Food items prepared off the premises, and transported to the business for serving, or heating and serving, are not considered qualifying food for the purpose of the Specific Service Signing (Logo) Program.

    If the type of food offered is a specialty item, such as ice cream or pastry, that in the opinion of the State Logo Engineer is not clearly recognizable by the proposed Logo panel design (business name and/or Logo design), the Department will require a word message to be included on the panel to clearly depict or describe the food item sold at the business.

11) ***Primary service*** – To qualify under a particular service (GAS, FOOD, or LODGING, etc.), over 50% of the sales revenue for the business at that specific location must come from the type of service requested. For food service, beverage is not considered a food.

12) ***First-Come, First-Served*** – Because of the variations with the types of contracts, signs, and status of businesses, etc., the following apply for first-come, first-served:

a. Request for space on existing signs that has space available: First-come, first-served based on date and time of request from interested business.

b. New project/upgrade to standard 6 panel service sign: Once the State Logo Engineer notifies the Division Logo Coordinator via email that their Logo project has been approved and the design process initiated, the Division Logo Coordinator must accept a business's official written request for participation in the program until all slots on the signs have been filled. **Businesses no longer have to wait until the new or upgraded Logo sign is installed to request participation in the program.** New participation is based on first-come, first-served based on date and time of request from an interested business.

c. Interested business requests the space occupied by a business that is "out of business" that is currently on a full sign: Once business is **confirmed** to be out of business, then the Division Logo Coordinator must accept a business's official written request for participation in the program. **The panel from the "out of business" business does not have to be removed from the sign before the new fully qualifying business is accepted onto the program.** New participation is based on first-come, first-served based on date and time of request from an interested business.

d. Interested business requests space occupied by a business that is **confirmed** as "out of business" on a sign that is full and there is at least one fully qualifying business of that specific service already participating on the program at that interchange such as business on split exit or overflow combination signing: Example situations -

    1. Existing full six panel sign on ramp with only three panel sign spaces available on mainline (such as combo sign) and one of the three business on mainline sign goes out of business;
    2. Business on a split A/B exit signed at the less direct exit of an interchange because the most direct exit sign was full, and one of the businesses on sign at the direct exit goes out of business;
    3. Overflow combination (pilot program) signing exists for businesses with provisional contracts at interchange and a business on six panel sign with standard contract goes out of business.

    In situations such as any of these three, once the business is **confirmed** to be "out of business", the current participants on the program are considered "first-come, first-served", for the available space based on the date the business owner(s) signed the original contract(s) and execution date of the agreement by the Department. If more than one business signed the contract on the same date, then the priority is based on the date and time of the original written request for participation in the program. **The**

Department has an obligation to "first serve" businesses that are already participating in the program since they were "first come" to that location.

In examples 1 and 2, new participation is based on first-come, first-served based on date and time of request from an interested business.

In example 3, the first fully qualifying business not already participating in the program to request participation in writing once confirmation of the "out of business" has occurred, would be 'first-come, first-served" for the availability created on the combination overflow sign as a provisional contract holder.

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PROGRAM ADMINISTRATION

GENERAL

The Logo Program has three key parties in the Department of Transportation involved in ensuring that the program adheres to the rules, guidelines, procedures and policies established for the program. The fourteen Divisions throughout the state have each established Division Logo Coordinators for the field management of the program. The Financial Management Division (Accounts Receivable) administers the financial aspects of the program. The Traffic Engineering and Safety Systems Branch (Signing Section) is responsible for the administration of the program including developing the policies and procedures for the program.

The Division Logo Coordinators, Accounts Receivable and the Signing Section work together as a team to ensure that the Logo program is impartial, consistent, and effective. The Department is committed to providing the motoring public with the most accurate information possible to make decisions on GAS, FOOD, LODGING, CAMPING, and ATTRACTIONS services as the motorist travels on North Carolina's highway systems.

ROLE OF THE DIVISION LOGO COORDINATOR

Per the North Carolina Administrative Code (commonly known as the Logo Rules) *19A NCAC 02E.0216, Division Engineers, for the Division in which the interchange is located, are responsible for receiving and distributing applications and copies of policies and procedures, executing agreements and administering the agreements.* The North Carolina Department of Transportation has fourteen divisions throughout the state and each division has its own Logo Coordinator. A designated Logo Coordinator is responsible for the Specific Service Signing (Logo) Program in each Division and is the local representative for the Department. See http://www.ncdot.org/doh/preconstruct/traffic/congestion/SIGN/ or Appendix H for a current list of the Division Logo Coordinators.

In order to be effective, the Division Logo Coordinator must have a thorough knowledge and understanding of the current rules, guidelines, and policies governing the Logo Program. These rules, guidelines, and policies are included in the North Carolina Administrative Code *(19A NCAC 02E.0216 – 19A NCAC 02E.0223: See Appendix B)*, the Manual on Uniform Traffic Control Devices *(Chapter 2F, 2003 Edition)*, the NCDOT Logo Signing Manual, and BSIP training material. The Logo Coordinator constantly communicates with the public, especially with owners and/or managers of retail establishments, and officially represents the NCDOT in all aspects of the Logo Program. Since providing exceptional customer service is the expected standard, it is crucial that this individual demonstrate a high level of professionalism with his/her communication skills and knowledge and understanding of the Logo Program.

The Division Logo Coordinator is charged with:

- Having thorough knowledge of current Logo rules, guidelines, and policies
- Providing general and specific information about the Logo program to the public
- Providing good customer service to businesses
- Reviewing and approving requests for participation
- Making field investigations to ensure sign spacing requirements are met
- Making recommendations to the Signing Section on new Logo projects or replacement or upgrading of existing Logo signs
- Preparing appropriate contracts/agreements
- Reviewing and approving designs for individual business Logo panels
- Coordinating Logo issues with the Division Design Construction or Resident Engineers and the Signing Section on construction and/or TIP projects
- Submitting Logo information via the BSIP process for electronic customer records
- Maintaining and updating written and electronic Logo records
- Letting and awarding Logo signing projects
- Ensuring that Logo panels, signs and supports are constructed or installed and inspected in a timely manner
- Notifying and coordinating with the Signing Section when controversial or unusual Logo issues occurs
- Following through with guidance and procedures from the Signing Section
- Overseeing the Division's Logo budget and expenditures
- Coordinating with Fiscal and Signing Section on invoicing, refunding or removal of customers from the Logo program
- Reconciling delinquent accounts and/or removing businesses from Logo signs after proper notification
- Requisitioning of Logo signs
- Coordinating with private contractors and the Signing Section on Logo plan development and Logo construction projects

ROLE OF FISCAL (ACCOUNTS RECEIVABLE)

The Accounts Receivable Section of the Financial Management Division with the North Carolina Department of Transportation is the accountant for the Logo Program. The Division Logo Coordinators and the Signing Section work with the Accounts Receivable Manager and the Logo Accountant to ensure that Logo funds are administered in accordance with the Logo program rules, policies, procedures and guidelines.

The Logo program is self-sustaining and fees collected from the program are used for the administration of the program including full time and part time salaries of the Division Logo Coordinators, State Logo Coordinator, Signing Programs Engineer, and Logo Accountant. In addition, the fees collected are used to construct and maintain Logo signs. Specifically, in addition to employee salaries, the following are expenditures from Logo funds: new project design; field investigation/survey work; project administration;

fiscal/accounting/billing; Logo maintenance and upgrade costs including cost of signs, supports, traffic control, installation and inspection. No funds received from the Logo program may be used for any other signing or departmental programs or expenditures.

Currently, Lee Johnson is the Accounts Receivable Manager and he may be reached at ljohnson@dot.state.nc.us or (919) 733-3624 Ext. 325. Mike Phillips is currently the Logo Accountant and he may be reached at michaelphillips1@dot.state.nc.us or (919) 733-3624 Ext. 484.

Accounts Receivable is charged with:

- Billing (invoicing) Logo customers on a monthly and an annual basis
- Obtaining a delegation of authority from business owners when necessary for businesses who prefer that ad agencies are billed instead of the owners
- Collecting fees from the customers and depositing in the Logo Account
- Notifying delinquent Logo customers via certified mail of past due fees
- Notifying the Division Logo Coordinators to remove a past due business's panels when payment is not received as requested
- Coordinating with Logo customers, Division Logo Coordinators and the Signing Section on payment issues
- Refunding Logo customers when refunds are deemed necessary
- Ensuring that all pertinent Logo agreements and critical correspondence are scanning into the appropriate electronic Logo records for customers
- Coordinating with Division Logo Coordinators and the Signing Section when controversial Fiscal Logo issues occur
- Monitoring and overseeing Logo program revenues and expenditures
- Tracking uncollectible fees and overseeing Logo account write-offs and credit memos when deemed necessary
- Approving new customer master records before the Logo Coordinator can use the data to enter a sales order or a contract in SAP
- Providing Logo Coordinators with assistance in the creation of sales order, contracts, and invoices
- Reviewing list of blocked billing documents and incomplete sales orders to check for and to fix errors
- The responsibility of adding new exit numbers and road numbers into SAP upon request from the Logo Coordinators
- The responsibility of ensuring all Logo contracts and associated billing line items are canceled properly once the Logo signs are removed
- Ensuring that all Logo contracts have the correct billing dates based upon the installation date
- The responsibility of ensuring that customer master data records are updated and accurate in SAP
- Custodian of records and files of old and new signed Logo agreements
- The responsibility of ensuring that all Logo contracts are complete and accurate from the September 2005 Logo conversion

- Providing excellent customer service via electronic mail, telephone and written correspondence

ROLE OF TRAFFIC ENGINEERING AND SAFETY SYSTEMS BRANCH

Per NCAC 02E .0216 *the Traffic Engineering and Safety Systems Branch* (TESSB*) is responsible for administering the* (Logo) *program and receiving requests for information concerning the Program.* The State Traffic Engineer is responsible for oversight of the Logo Program. Further, the Signing Section is delegating the responsibility of administering the Logo program for the State Traffic Engineer.

The Signing Section is charged with:

- recommending Logo rules and policy changes to the Board of Transportation
- recommending adjustments to the program fees to the Board
- investigating and responding to appeals on behalf of the Secretary of Transportation
- ensuring statewide consistency in the Logo program by
  1. making decisions on operational aspects of the program
  2. providing guidance to Logo Coordinators to carry out various Logo job functions
  3. prioritizing Logo work to be accomplished by Logo Coordinators (after coordination and getting input from the Divisions)
- monitoring Logo program expenditures, including making decisions regarding expenditures, and transmitting decisions to the Fiscal section
- ensuring quality customer service and improving responsiveness to customers
- clarifying and interpreting procedural, code (rules) and/or policy guidelines when questions arise
- responding to and resolving customer complaints and inquiries in the following situations
  1. policy issues
  2. controversial issues
  3. correspondence received through the offices of the Secretary and Governor
  4. when business is dissatisfied with Division's initial response on Logo issues
  5. when business directly contacts TEB
- making final recommendations and decisions and disseminating them to Division personnel and the Division Logo Coordinators on Logo projects and issues as necessary
- developing Logo pilot programs
- recommending audit when necessary
- developing and maintaining the Logo Signing Manual
- training of Logo Coordinators
- providing Logo PS&E packages to the Divisions
- overseeing Logo program website
- developing and maintaining the Logo program brochure
- providing assistance to Divisions regarding Logo issues/problems

The State Logo Engineer, the Signing Programs Engineer and the State Traffic Engineer work closely with the Division Logo Coordinators, Division Traffic Engineers, and Division Operations Engineers on Logo plan development and Logo issues to ensure statewide uniformity in the program. The Signing Section consults and coordinates with Division staff when prioritizing projects and establishing procedures and guidelines.

The Signing Section works closely with the Attorney General's office, the Rules Review Commission, the Board of Transportation, legislative liaisons, and the State Traffic Engineer to ensure that the Logo program rules and policies comply with State and Federal guidelines. The Signing Section is responsible for making decisions regarding controversial issues and for interpretations of rules and/or policy that are in the best interest of the program, department, businesses, and the motoring public and disseminating these decisions to Division staff.

The State Logo Engineer is currently Trice Craddock. She may be reached at tcraddock@dot.state.nc.us. Susan Kunz is the Signing Programs Engineer. She can be reached at skunz@dot.state.nc.us. You can contact either of them by phone at (919) 250-4151.

Kevin Lacy, P.E. is the State Traffic Engineer. He can be reached at jklacy@dot.state.nc.us or (919) 733-3915.

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PROGRAM OVERVIEW

LOGO PROCEDURES (HOW-TO)

The purpose of this portion of the manual is to provide guidance primarily to the Division personnel that are responsible for administration of the Specific Service Signing (LOGO) Program within a specific Division. Using the "How-To Procedure" will help ensure statewide consistency regarding the administration of the (LOGO) Program. This procedure is for typical Logo situations. Anything that may be out of the ordinary or possibly controversial should be referred to the Signing Section for consideration.

PROCESS FOR ACCEPTING STANDARD REQUESTS

Since official requests for participation in the Logo program are now generally on a first-come, first-served basis, it is extremely important that a procedure for documenting the receipt of the requests from the business. At congested interchanges, the businesses can be very competitive for spaces on Logo signs.

Questions have arisen as to when a Logo Coordinator may officially accept a request from a business. Because of the variations with the types of contracts, signs, and status of businesses, etc., the following procedure should be used when accepting requests:

Case 1. Request for space on existing signs that has space available: First-come, first-served based on date and time of request from interested business.

Case 2. New project/upgrade to standard 6 panel service sign: Once the State Logo Engineer notifies the Division Logo Coordinator via email that their Logo project has been approved and the design process initiated, the Division Logo Coordinator should accept a business's official written request for participation in the program until all slots on the signs have been filled. Businesses no longer have to wait until the new or upgraded Logo sign is installed to request participation in the program. New participation is based on first-come, first-served based on date and time of request from an interested business.

Case 3. Interested business requests the space occupied by a business that is "out of business" that is currently on a full sign: Once business is **confirmed** to be out of business, then the Division Logo Coordinator should accept a business's official written request for participation in the program. **The panel from the "out of business" business does not have to be removed from the sign before the new fully qualifying business is accepted onto the program.** New participation is based on first-come, first-served based on date and time of request from an interested business.

Case 4. Interested business requests space occupied by a business that is **confirmed** as "out of business" on a sign that is full and there is at least one fully qualifying business of that specific service already participating on the program at that interchange such as business on participating on split exit or overflow combination signing: Example situations---

a) Existing full six panel sign on ramp with only three panel sign spaces available on mainline (such as combo sign) and one of the three business on mainline sign goes out of business;
b) Business on a split A/B exit signed at the less direct exit of an interchange because the most direct exit sign was full, and one of the businesses on sign at the direct exit goes out of business;
c) Overflow combination (pilot program) signing exists for businesses with provisional contracts at interchange and a business on six panel sign with standard contract goes out of business.

In situations such as any of these three, once the business is **confirmed** to be "out of business", the current participants on the program are considered "first-come, first-served", for the available space based on the date the business owner(s) signed the original contract(s) and execution date of the agreement by the Department. If more than one business signed the contract on the same date, then priority is based on the date and time of the original written request for participation in the program. In examples a) and b), new participation is based on first-come, first-served based on date and time of request from an interested business. In example c), the first fully qualifying business not already participating in the program to request participation in writing would be 'first-come, first-served" for the availability created on the combination overflow sign as a provisional contract holder. **The panel from the "out of business" business does not have to be removed from the sign before the new fully qualifying business is accepted onto the program in any of the cases described in this category once confirmation of the business closing has occurred.**

Official requests from the business requesting participation in the program specifying the requested interchange and exit for the specific Logo service should be written and addressed to the respective Division Engineer for the Division where the interchange is located with attention to the Division Logo Coordinator. Requests should be sent by faxes, certified mail *(return receipt requested)*, overnight delivery by the US Postal Service, UPS, Federal Express, etc., or hand delivered. E-mail messages are also acceptable as official requests, but faxes on the business letterhead are preferred. As the requests arrive at the Division Office, they should be stamped or noted with the appropriate date and time. The Logo Coordinator should confirm the date and time the request was received in case there is a question later concerning which business's request arrived first.

What if two or more official written requests for the same service at the same interchange competing for one available spot arrive together in the Division's daily mail? Which potential participant is first? This scenario should be reviewed on a case-by-case basis with input from the Traffic Engineering Branch.

If necessary, after receiving a request from a business, the coordinator should inform the business that it will be necessary to perform a field investigation to determine if there is space available for their business at the requested location. The Coordinator should also inform the business they would need to meet with the owner or business representative on-site to determine if the business meets the program's requirements. If

the Logo Coordinator is very familiar with their area and knows that there is space available on an existing sign for another business, they may accept a business's request for participation in the program as long as they follow the criteria specified above.

FIELD INVESTIGATIONS

Before accepting a new business into the program, as part of the review process, a Logo Coordinator is responsible for conducting a field investigation. During the field investigation, including an on-site visit to the business, the Logo Coordinator needs to:

1) verify distance from the centerline of the interchange to the business to determine if the business meets the distance requirements specified in the Logo Rules. See Chapter Nine: SERVICE CLARIFICATIONS AND ELIGIBLITY REQUIREMENTS-Distance Requirements section and the Logo Rules: 19A NCAC 02E.0219 ELIGIBILITY FOR PROGRAM (4).
2) verify existing sign spacing along the mainline and ramps to see if there is available space for the specific service if it is a new service request (For further information on sign spacing requirements see Chapter Seven.)
3) determine if trailblazers are needed to assist the motorist in locating the business
4) confirm there is space available on the existing sign and/or determine if the existing service signs need to be upgraded *(for example, change out a six panel sign that only has one business on it to a combination service sign or change an existing four panel sign to a six panel sign, etc.)*
5) determine if the business provides the service and meets the program's eligibility requirements. For basic eligibility requirements see the Logo Program Rules in Appendix B (19A NCAC 02E.0219 ELIGIBILITY FOR PROGRAM) and Chapter Nine - Service Clarifications and Eligibility Requirements. See also section on *Meeting with the Business Owner/Representative* below.
6) if necessary, make an on-site visit to a business that has been reported as closed to determine whether or not the business is actually closed or undergoing a renovation or has been sold to another business owner. See Chapter Eleven - Business Issues for further discussion on business closing, renovation or transfer or ownership issues.

MEETING WITH THE BUSINESS OWNER/REPRESENTATIVE

While general information about the program may be provided over the phone, an actual face-to-face interview on site with the business owner or designated business representative is necessary if there is space available for the business on the program. As a part of the review process, a Qualification Survey Form *(see Form TEB-221 in Appendix D)* should be discussed and completed with the business owner or their representative to document the appropriate information about the business and to ensure that the business meets the Logo program eligibility requirements. For further information on the eligibility requirements, see Chapter Nine - Service Clarifications and Eligibility Requirements.

When meeting with the owner or business representative, the Logo Coordinator should bring copies of the Logo rules *(administrative code)*, a list of sign fabricators, standard and/or provisional agreements, and brochures for distribution to the business as necessary. Logo rules, fees, and general program requirements should be discussed in depth with the business. The business owner should be informed that they are responsible for providing the business panels to the Department at no cost to the Department and provide information as requested about panel fabrication. **No monies should be accepted at this time.** *Remember, as the Department's representative for the Logo Program, your knowledge and presentation of the program reflect directly on the Department and the public's perception of the NCDOT.*

If the on-site visit has revealed that the business does not meet the program requirements, the Logo Coordinator may inform the business of the problem; however, a written response back to the business is still necessary.

While completing Field Investigation steps 1-4 above, if the Logo Coordinator has determined that the business does meet these Logo program requirements, the Logo Coordinator does not have to meet with the business; however, a written response to the business owner is still required.

RESPONSE TO CUSTOMER

Once the field and on-site investigation is completed, the Logo Coordinator must prepare a written response to the customer to inform them of their findings. If

a) the Logo Coordinator has determined that the business cannot participate in the program, they should send a letter to the business explaining why the request is being turned down. The Logo Coordinator should specify the reason for the denial of the request such as stating the field investigation determined there was no space is available on the sign, or adequate sign spacing is not available, or the business did not meet the program requirements, etc. **The Logo Coordinator is not responsible for maintaining waiting lists for the program.** The letter should include a statement that the Department does not maintain waiting lists for the program and it is the business's responsibility to follow up on their request for Logo signing **OR**
b) the Logo Coordinator has determined that the business meets the program's eligibility requirements and sign space is available, the Coordinator should explain to the business owner:
    1) that the entire process to install a new Logo business sign(s) could take at least twelve months if new signs and/or supports are required. This time is used for field verification, plan preparation, support design and fabrication, sign fabrication, and contractor selection and/or coordination, etc. (See NEW PROJECT section below.) In the past, many businesses were told that they could not officially request a spot on a Logo sign until the construction of the Logo sign was completed. The Logo Coordinator should inform the business that once the State Logo Engineer notifies the

them via email that their Logo project has been approved and the design process initiated, the Division Logo Coordinator may accept a business's official written request for participation in the program until all slots on the sign have been filled. Since this is usually a relatively short period of time, the business should be told to check back with the Logo Coordinator in a couple of weeks to see if the project is approved. ***The business must follow up on any requests for signing*** **OR**

2) the Logo signs are already installed, space is available and the business meets the Programs requirements, the Logo Coordinator should accept the business's request for participation in the program and send the business owner written confirmation of acceptance. State Forces should be able to install the business panels within approximately 30 days after receipt from the business. The letter should include a copy of the Specific Services Signing Business (Logo) Panel Requirements form *(see Form TEB 227A in Appendix D* which includes the total number and size of business panels required and total fees for the specific location (including trailblazer panels) and panel delivery information. A list of Sign Fabricator's may be provided to the business for their use if not previously supplied at the on-site investigation. The Logo Coordinator should explain that the business panel designs (for mainline, ramp and any trailblazers) must be reviewed and approved in writing by the Logo Coordinator prior to fabrication of the panels by the business. Since the panels will be installed shortly, it is acceptable to accept a check or money order from the business and execute an agreement for them.

PROJECT ADMINISTRATION

In the past, plans for Logo signing for a specific service would not be installed unless there were at least two signed contracts for the sign. Now, Logo signs may be installed if there is only one request from a qualifying business. *It is not the intent of the North Carolina Department of Transportation to penalize a business because it is the only business available at the exit offering a service.*

The majority of the time, a Coordinator will request a project because a business has contacted him; however, the Division Logo Coordinator may determine that a Logo project is needed based on anticipated need. For example, an outer loop project in an urban area has been completed and the coordinator notices that several GAS and FOOD businesses have opened at an interchange. The Logo Coordinator does not have to wait until a business contacts him to request a project. He/she can anticipate the request and ask that the State Logo Engineer add this interchange to the list of projects that need plans completed. The Coordinator can also ask that future LODGING, CAMPING, or ATTRACTIONS signs be shown on the plans even if none of those businesses are currently at the new interchange, based on his knowledge of the area and anticipation of future business development. Project construction should not be initiated; however, until at least one official request from a qualifying business has been received.

The Logo Coordinator should be able to recommend reuse of existing supports if signs are being upgraded or request plan preparation if new and/or modified sign supports are needed.

LOGO PLAN PREPARATION AND FIELDWORK

Once it has been determined that a new Logo sign installation is required or supports for existing signs must be modified (such as an H-section replacement is required because a 3 panel sign is upgraded to a 6 panel sign) before new Logo signs are installed, the Logo Coordinator must coordinate with the Signing Section to assist them in plan and/or sign design preparation. In general, an email to the State Logo Engineer requesting a new or upgraded project is acceptable. As previously mentioned, once the State Logo Engineer notifies the Logo Coordinator that their project has been approved, the coordinator must accept a business's request for participation in the program.

If a Private Engineering Firm (PEF) is completing the Logo design work for the Signing Section, the State Logo Engineer must prepare a manday estimate to determine the number of manhours necessary for the field work and plan preparation. Once the estimate is finalized, the estimate must be approved by several parties in TESSB and this process usually takes a couple of weeks.

After coordinating a date and time convenient to both parties, the Signing Section or their designated representative (PEF) will meet the Logo Coordinator on site. Supports are required to be installed on breakaway supports unless installed behind guardrail, except for trailblazer panel locations, which may be mounted on u-channel posts. In general, one hundred fifty (150) feet of leading guardrail and fifty (50) feet of trailing guardrail is required before simple supports are used. Mainline, ramp and trailblazer signs locations will be surveyed and marked in the field and S dimensions will be shot, completing all necessary fieldwork for the plan preparation. For further information on sign locations requirements see Chapter Seven - Locations of Signs and Support Information and Appendix M for S dimension worksheets.

Based on their knowledge of the area and project investigation, the Logo Coordinator should recommend to the Signing Section or their designated representative (PEF) whether or not the new Logo sign supports should be designed for a half-size (3-panel) sign, full-size (6-panel) sign or combination service Logo signing depending on sign space available and potential for future development of the interchange. If a three panel sign (half-size sign) is installed, the supports can be designed for a future 6-panel or combination service sign if the Logo Coordinator feels that there is potential for business expansion in the future. Therefore, a 6-panel or combination sign upgrade could be completed at a later date reusing the existing supports without requiring support replacement. If the exit is a split (A/B) exit, instead of recommending a 3/3 split panel, a 2/4 split panel could be considered if exit B has more businesses than Exit A or visa versa. *(See Appendices E and N for example sign configurations.)*

Only fieldwork for negotiated projects can be completed if a private engineering firm is doing the plan preparation. Because design work by a PEF requires approval and negotiation through TESSB, the coordinator cannot add-on a project for the PEF to complete without first contacting the State Logo Engineer and receiving written approval for the work.

Preliminary plans will be sent to the field (Division) and the Signing Section for review and comment if prepared by a PEF. Once the plans have been reviewed and revised as necessary, the PEF will send plans and sign designs to the State Logo Engineer for distribution.

The State Logo Engineer will coordinate with Traffic Control section for any traffic control plans necessary for the project completion. The Signing Section is also responsible for preparing an engineer's estimate that the coordinator can use in sending out the project for bids for construction. The Logo Coordinator should receive a Logo package from the Signing Section that includes a set of sealed half-size (11" x 17") Logo plans (showing Logo sign locations), sign and support designs, summary of project quantities, an Engineer's estimate for construction costs, and traffic control plans for their use in constructing the project. The State Logo Engineer is also responsible for providing the Department of Corrections (sign plant) and Materials and Tests with a set of plans/designs for their use in sign fabrication and inspection of the project.

SIGN UPGRADES

It is possible to reuse existing sign supports in some instances depending upon the increase in the size of the sign(s). For instance, in many cases, it is possible to upgrade an underutilized 6 panel sign to a combination service sign, or to upgrade a 4-panel sign to a 6 panel service sign, or swap out an old-style vertical stacked 2-2-2 6 panel sign to the newer 3 over 3 stacked 6 panel sign and reuse existing supports. Therefore, sign upgrades do not necessarily require a complete set of plans unless new supports are involved. However, the Logo Coordinator will have to verify the sizes of the existing signs and the size of the existing supports for sign upgrade projects.

If the plans for the existing signs are available, the Logo Coordinator should forward a copy of them to the Signing Section for their use in analyzing the existing supports. A support analysis must be run to see if the new sign will work on the existing supports. If the plans are not available, the Logo Coordinator may be able to determine the size and type of the existing supports, using Roadway standard 90... . Existing S dimensions are also needed for the support analysis. The Signing Section will provide the Division Logo Coordinator sign designs for signing upgrade projects where supports are existing and new supports are not required.

Once the new sign designs have been completed and sent to the coordinator, the Logo Coordinator should proceed with the necessary paperwork for the Logo customer and allow the customer to fabricate the Logo business panels. If possible, the Logo panels and the Logo signs should be installed at the same time. Sign replacement

projects do not normally require as long to complete as do new Logo projects. Often the Division's traffic service department or on-call signing contractor can install Logo signs in a short time frame. Because good customer service is what the Department is striving for, the Logo Coordinators should try to expedite these projects.

PROJECT CONSTRUCTION AND INSPECTION

Once the signing package has been received for new Logo project, the Logo Coordinator will prepare a purchase order contract for new Logo sign installations unless the division has a designated signing contractor, commonly referred to an "on-call" or "blanket" signing contractor, already under contract. *See Appendix O for examples of Purchase Order Logo contracts.* The contractor is responsible for sign installation including support fabrication and installation.

All purchase order contracts must be processed through purchasing prior to award of the project. Only approved signing contractors should be on the bid list. In general the low bidder is awarded the project. Once the project has been awarded and the contractor has been notified to start work, the Logo Coordinator will prepare a requisition for the Logo signs from the Department of Corrections (sign plant), charging the sign fabrication to the Division Logo WBS number *(See Appendix K)*. Purchasing must approve the requisition.

All new Logo service sign installations should be inspected according to the Department's current specifications as contained in the Standard Specifications for Roads and Structures and the Roadway Standard Drawings (see Appendix P). A Logo Coordinator may perform the necessary inspections, if properly trained, or that responsibility may be delegated to a Resident Engineer's office or to the signing inspector(s) in the Materials and Test Unit. Training is available for all aspects of inspections and the Division training coordinator should be contacted for additional information.

The Materials and Test Unit will perform inspections on Logo projects excluding the footing inspections; however, the Logo Coordinator must request the inspections preferably in advance of the Logo construction work starting. They will handle the inspection of the signs including sign orientation, the supports, and the footings except for the concrete testing, which must be done by a concrete inspector. If a Logo Coordinator is not a certified concrete inspector, he should contact the Resident Engineer's office for assistance. All inspection work can be charged to the Division Logo WBS element. The number for the Materials and Test Unit is (919) 733-7411.

The Logo Coordinator should contact the business once the project is close to the completion of construction (within 30-45 days) to let the business owner know when the fees and the business panels are required and that it is necessary to execute an agreement with the business. Ideally, the Logo Coordinator will have approved the business panels and received the panels before construction on the project is completed so the contractor could install the new business panels once he has erected the blue Logo signs. Once

project completion is close, the Logo agreement and payment may be accepted from the business.

SIGN REQUISITIONS

Once project construction has started, the Logo Coordinator should requisition the blue Logo signs for the mainline and ramps for the project. The requisition must be processed through the Purchasing Section. When Logo service signs are requisitioned from the Department of Correction's sign plant, a copy of the plan sheets should be sent with the requisition. Also, a separate requisition for each project should be prepared. Do not combine projects on a single requisition. All requisitions should reference the Logo project and WBS element number and the Logo sign fabrication should be charged to the Division Logo WBS number *(See Appendix K).*

REVIEWING BUSINESS PANEL DESIGNS

The potential participant should now furnish a proposed panel design *(typically handled by the participant's selected fabricator)* for review and approval by the Logo Coordinator. The Logo Coordinator may supply the business owner with a list of sign fabricators to assist the owner in their sign fabrication *(see Appendix G);* however, they should not recommend a particular fabricator.

For general information on Logo Business Panel requirements, see Chapter Eight. A checklist with the most important features in the panel approval process is shown in Appendix C. Once the Logo Coordinator approves the proposed panel design, the business panel(s) can be fabricated and delivered to the Department. The business panel(s) should be installed as soon as possible after delivery within a 30-day time period and after receipt of all required fees. No business panels should be installed until the Department has received and verified payment for the Logo signing for the business. Any questions concerning the business panel design should be directed to the Signing Section.

It is acceptable to review the panel design for the business and allow fabrication of the Logo panels prior to the Logo sign installation being completed in the field for new Logo sign installations. Instead of requiring that the Logo contractor or traffic services crews go out to the site twice, if possible, the Logo panel can go up when the Logo sign does.

If the Logo sign is already in-place, the Logo Coordinator should install the business panel within 30 working days after receipt of the business panel. If a business does not provide the business panel in the time period agreed upon, the Logo Coordinator shall send the business a certified letter *(return receipt requested)* and require the business to provide the business panel within 30 days of receipt of the certified letter. If the Logo Coordinator does not get the business panel(s) within the specified time period, he should terminate the agreement and refund the business his money. If this occurs, the Coordinator may accept a request from another business for the open space.

EXECUTION OF THE LOGO AGREEMENT

The Logo Agreement should not be executed until close to the Logo sign and business panel installation. The business owner is required to date, print and sign his name on the agreement, and include their official business title before the agreement can be executed. Once the Logo agreement has been signed (and sealed if applicable) by the business, the agreement is returned to the Division for final review. For further information concerning Logo agreements, refer to Chapter Four - Agreements. After the Division Engineer or his designated representative has executed the agreement, the original should be sent to the Logo Accountant, Accounting Operations/Accounts Receivable Unit, 1515 Mail Service Center, Raleigh, North Carolina 27609-1515. A copy of the agreement should be sent to the business owner and the Logo Coordinator should retain a copy. The Accounting Operations/Accounts Receivable Unit (Fiscal) will have the agreements and related documents scanned into the BSIP Logo customer record. Once the agreements have been sent to Fiscal, the Logo Coordinator should review the BSIP electronic records to verify that the agreements have been scanned within a week or two after transmitting to Fiscal.

PAYMENT PROCESS

Depending on the anticipated business panel installation date, a check or money order for all required fees may not accompany the original agreement. Cash should not be accepted for payment of Logo fees. Once a check or money order is received and accepted, it should be forwarded to the Accounting Operations/Accounts Receivable Unit as soon as possible, preferably within five working days. **The Department should not accept checks from the business until 30 calendar days from the Logo panels installation on the Logo sign. For first time payment, if the check is returned for insufficient funds and the Logo Coordinator has possession of the Logo panels, the panels should not be installed. No partial payments of Logo fees will be accepted.**

The Logo Coordinator should send the business a certified letter (*return receipt requested*), notifying them that the check has been returned for insufficient payment and request payment within 30 days. The letter should include that their Logo signs will not be installed until payment has been received.

At the yearly anniversary date of the panel installation, Accounts Receivable should automatically invoice the customer for its yearly rental fees through its dunning process. This automatic process is generated based on the dates that have been entered into SAP. The contract start date, installation date, contract end date, etc., are all critical fields that must be accurately entered into SAP. Payment is due from the business within 30 days from receipt of the invoice unless otherwise specified in writing by the Department. **Partial payments *(installments)* are not acceptable for any reason.**

MAINTAINING RECORDS

Since the NCDOT is entering into an agreement with a private party, it is extremely important for a Logo Coordinator to maintain accurate records of all activities with the private party. Although not mandated for every single activity, written records, including letters, memorandums, e-mail messages, telephone contact summaries, notes to file, etc., are indispensable. A Logo Coordinator should establish a record keeping system that he/she is comfortable with and then he/she should consistently put it to use. A good rule-of-thumb to follow is ***records should be kept in such a manner that someone not familiar with the records could locate a needed file and readily retrieve information from it.***

GENERAL LOGO CORRESPONDENCE GUIDELINES

The Attorney General's office has advised that all written correspondence requiring some type of action from the business owner by a certain date/deadline must be sent by certified mail, return receipt requested. The phrase **CERTIFIED MAIL** should be typed in bold on the right hand side of the letter below the date. Once the green acknowledgment is returned, it should be stapled to the Department's copy of the written correspondence. *(This information will prove invaluable in cases of litigation).* General information provided via written correspondence does not have to be sent by certified mail. General information includes general program information, rules, guidelines, brochures, etc. Fiscal should be copied on any correspondence that requires the business to take action by a certain date, especially correspondence that concerns business panel or Logo sign removals.

BSIP PROCESS/ACCOUNTS RECEIVABLE

Along with maintaining accurate written records for the Logo customer, the Division Logo Coordinator must also maintain accurate electronic records for the customer to ensure that the business owner is billed correctly. After much preparation, the NCDOT launched a drastically new accounting system during April 2003. This electronic system, which is known as the Business Systems Improvement Project (BSIP), was conceived with the following mission statement: ***to improve the business processes of the Department through the successful implementation and long-term support of a new Financial Management Information System.***

Reasons to implement the new system included, but were not limited to, averting risks associated with older technology, overcoming limitations faced by the previous system, providing more accurate and timely management information, improving financial and management reporting at all levels, providing a flexible, usable system that focuses on NCDOT business needs, and responding to user requests for improvements. Once the new system was launched, the existing computerized Logo database known as Legacy system was discontinued and all information is entered and accessed through the BSIP process. The BSIP process for Logos will be updated periodically and training will be provided if necessary.

As it relates to BSIP, accounts receivable is defined as the billing and receivable activities of NCDOT, except for Federal-Aid and grants, including monies from permits, Logos, junkyard and outdoor advertising agreements, citations, and bad checks. The typical BSIP accounting responsibilities for the Logo Coordinator include, but are not limited to, creating new customer records; updating customer records; creating, editing, or canceling contracts; reviewing invoice records and bill paying history; tracking overdue invoices; overseeing their division's Logo expenditures; and developing a budget for their division. A Logo Coordinator must become very familiar with all of the BPPs associated with the Logo Program especially as the BSIP process is being fine-tuned. The Logo Coordinator will need to contact his/her Division BSIP Coordinator to get the password for access to BSIP (SAP).

A Logo Coordinator should work closely with the Accounts Receivable Unit and the Signing Section regarding invoicing, billing issues, past due accounts, and problems with customer records.

The Logo Coordinator should check BSIP (SAP) records prior to execution of a new agreement at a new location to determine if a business has delinquent accounts statewide. Fiscal (Accounts Receivable) can assist the Logo Coordinator in this process. If delinquent accounts are present, the business should be notified that they will not be accepted in the program at the new location until past due fees at the other locations are paid in full.

LOGO PROJECT IDENTIFICATION SYSTEM

Logo projects will have a unique designation. All new Logo projects *(non-TIP)* will begin with "L" *(for Logos)* followed by division number, major route, and exit number. For example, L-04-I40-E319 indicating that the division is four (4), the major route is I-40, and the exit number is 319. If the Logo project *(non-TIP)* is installed on a fully controlled access interchange where no exit numbers are available, the exit number is replaced by the secondary route number and road name *(initials)*. For example, L-07-SR2085-NGR indicates that the division is seven (7), the secondary route number is 2085, and NGR represents New Garden Road.

DIVISION LOGO WBS ELEMENTS

The WBS element number for Logo projects is 36111.1.X or 36111.1.XX where X(XX) represents the division number *(see Appendix K)*. All Logo project work for new construction as well as maintenance should be charged to this number except for TIP or DDC projects. See Chapter Three for TIP or DDC projects involving Logo signing.

The Division Logo Coordinator's salary for time working on Logo projects should be charged to the Division Logo WBS element. Any work performed by Traffic Services staff or a private contractor for Logo projects such as panel installations should be charged to the Division Logo WBS element.

VACANT LOGO SIGNS

Occasionally, a Logo service sign becomes completely vacant because there are no longer qualified businesses in the area. *(There was also a short timeframe when the Department installed Logo service signs at virtually every interchange even when qualified businesses did not exist. Locations probably exist throughout the state where the Logo service sign has outlived its anticipated life and yet never had a business panel installed on it).* When this situation occurs, a Logo Coordinator should verify that qualified businesses do not exist and/or the potential for development in the very near future *(less than five years)* is not evident. If so, then the Logo service sign and supports, including footings, should be removed. *(Ultimately, Logo service signs should not be in place without any business panels).*

VEGETATION CONTROL

During project installation or as needed for Logo signs that are existing, it may be necessary to have vegetation cleared around proposed or existing Logo signs. This work may be done by state forces or by Purchase Order Contract. For new installations, a project note can be added to the plan that requires the contractor to do the clearing prior to installation of the proposed Logo signs.

All vegetation clearing for Logo signs should be charged to the Division's Logo WBS element number. If spraying of vegetation is required and state forces are unable to do this work, the Signing Section and the Roadside Environmental Unit can assist the Logo Coordinator with the specifications required for spraying by purchase order contract work.

CHAPTER THREE

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LOGO SIGNING AND CONSTRUCTION PROJECTS

COORDINATION ON TIP AND DIVISION DESIGN CONSTRUCTION PROJECTS

The Logo Coordinator must coordinate with the Resident Engineer and the Division Design Construction (DDC) Engineer to minimize any impact to the division's Logo signs during construction. The Logo Coordinator must be included on the preliminary field inspection meeting contact list and he/she must review construction projects to determine possible impacts on Logo signs. Logo signs must be maintained during construction if at all possible. If necessary, Logo signs may be placed on temporary wood supports during construction for short periods of time. If the Logo signs are being relocated, removed or replaced, the contractor must be reminded that the Logo panels belong to the business owner. If the panels are damaged, the contractor will be responsible for replacing the panels at their expense.

When Logo service signs are damaged by the contractor while working on a TIP project, the resident should notify the Signing Section engineer overseeing the signing TIP plans that a requisition for new Logo signs is needed. A message that reads, "Sign(s) to be paid for at Contractor's expense" must be included on the bottom of the requisition and the signs must be charged against the project number for the TIP project. The same procedure must be used when damaged Logo (blue background) signs are received directly from the sign plant with a message that reads, "Sign(s) to be paid for at Sign Plant's expense". If Logo signs are damaged by a vehicular accident, the driver or his insurance company is responsible for costs of the Logo sign repair if the responsible party can be determined. A damage claim will have to be processed if the Logo sign has been damaged in an accident.

If the construction for an interchange on a TIP or DDC project requires that the Logo signs need to be relocated, the new support designs, quantities and costs must be included on the TIP or DDC project. The TIP or DDC project will not cover the costs of new Logo signs though. For instance, if the existing Logo signs are older style signs such as the vertical 6 panel style (156" x 156") or 3 or 4 panel Logo signs that need upgrading to 6 panel, the Logo Coordinator must notify the State Logo Engineer that new Logo sign designs are needed for the project. The State Logo Engineer must work with the Signing Project Engineer to ensure that the supports are designed to accommodate the new Logo signs. The State Logo Engineer will provide the Logo sign designs to the Division Logo Coordinator and the Signing Project Engineer for use in the new support designs. The new Logo signs will be charged to the division's Logo WBS element; however, the supports will still be charged to the TIP or DDC project since new Logo supports were required because of the project construction anyway. The Division Logo Coordinator will probably have to have the new signs installed after construction is complete on the TIP project with traffic services or his on-call signing contractor.

During the construction of a major project, it is sometimes necessary to temporarily remove existing signs including Logo signs. If the Logo signs must be removed beyond 90 day period, the Logo Coordinator must work closely with the Resident Engineer's office to

determine when the Logo sign was removed and how long it will temporarily be down because the businesses may be entitled to a refund for the time the signs are down. As mentioned above, Logo signs must be maintained if at all possible even if they are installed on temporary supports.

Coordination with Fiscal (Accounts Receivable) and the Signing Section is necessary when refunds are considered on construction projects. Refunds on construction project are generally reviewed on a case by case basis.

Occasionally, some or all of the existing Logo signs at an interchange cannot be relocated or replaced because of sign spacing or other issues. During the preconstruction conference for the project, the Logo Coordinator must remind the contractor and the Resident Engineer that the panels on the Logo sign are the property of the businesses. If possible, the Logo Coordinator must contact the business(es) at least 30 days in advance of the sign removal(s) to let them know the Logo signs must be removed because of the project. It is acceptable to contact the business by phone or in person, but the Coordinator must follow up in writing of the business panel removals, preferably by certified mail. Once the business panels are removed, the contractor or resident engineer must turn them over to the Division Logo Coordinator for handling. The Division Logo Coordinator will notify the business(es) that their signs are available for pick-up at a designated location before a designated date and will be disposed of after that date. Normally, business owners are given a 30 day time period to pick up their business panels.

Depending on whether or not all or some of the Logo signs at an interchange must be removed, it may be necessary to modify or terminate the Logo contract with the business and refund the business for time remaining on their contract. This refund must be prorated based on the number of months times the number of signs that are removed prior to the end of the billing cycle. Once the business panels are removed from the Logo sign(s), the coordinator must notify the business that they have 30 days to pick up the panels before they are disposed of by the Department. The Logo Coordinator must closely coordinate with Accounts Receivable to ensure that any proration is handled correctly and that the upcoming invoice is correct when removal of business panels take place.

DESIGN BUILD PROJECTS

Design Build Projects are similar to TIP or Division Design Construct Projects except that the Design Build projects are turnkey projects with all aspects of the project work from preliminary design through construction being handled by one company. Logo signs on design build projects must be handled as Logo signs on TIP or DDC projects. The Logo Coordinator must review the design build plans if Logo signing is involved. The following notes (or ones similar) must be included on design build projects:

Sign Design: The Design Build Team (DBT) shall be responsible for the design and installation of all signs required for the mainline, as well as all Y Lines, service roads, ramps and cul-de-sacs. The DBT shall be responsible for all Type A, B, and D sign designs and

installation for ground mounted and overhead signs. The DBT shall be responsible for the design, location and installation of all milemarkers. The DBT is not responsible for designing, locating, or installing any new Logo signs (blue service signs with specific business panels included on signs); however, the DBT shall be responsible for relocating existing Logo signs upon completion of the widening, realignment, or toher construction procedure. Unless specified on plans that Logo signs are removed permanently at the end of the project, the DBT shall install existing Logo sign(s) on new steel supports upon completion of the project.

Sign Maintenance: The DBT shall maintain all existing signs during construction, including temporary installation of Guide and Logo signs on wood supports to ensure signs are properly maintained and visible during project construction. If damage occurs to the Logo sign(s) or the business panel(s) during construction, or installation, notify the Division Logo Coordinator as soon as possible. The DBT shall be responsible for replacement of Logo sign(s) or Logo business panel(s) should damage occur. If the Logo signs are removed and disposed of per the signing plans, the business panels on the signs shall be removed and returned to the Division Logo Coordinator. The order of preference for Logo sign(s) shall be maintained (see MUTCD section 2F.02).

Contact the NCDOT Signing Design Build Engineer if these notes are missing from the plans.

CHAPTER FOUR

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AGREEMENTS

STANDARD AND PROVISIONAL ANNUAL RENTAL AGREEMENTS
(See Appendix D)

Prior to October 2003, there were various types of Logo agreements with the Department including constructor agreements, annual rental agreements, bumping protection agreements, 10 year constructor agreements, etc. In an effort to simplify the program, in October 2003, per *19A NCAC 02E.0221 Fees (a), all logo contracts existing under prior administrative code provisions are terminated in accordance with the terms of those contracts.* The businesses were not required to reapply for the program; however, they were required execute a new agreement with the Department.

Currently, there are now only two types of agreements available for participating in the Logo Program; namely, the standard annual rental agreement *(TEB-223)* and the provisional annual rental agreement *(TEB-223P)*. Most of the time, the standard annual rental agreement will be used.

If a participating business qualifies for business panels at two interchanges, the business panel(s) shall be erected at the nearest interchange and they may also be erected at the other interchange under the standard agreement. A provisional agreement is *not* required at the second interchange since the program rules are first come, first-served. These businesses are entitled to standard agreements.

The provisional annual rental agreement is used when certain provisions or conditions enabling participation are applicable. By signing the agreement, the business owner agrees that if these conditions change, the agreement may be terminated at the end of the current agreement period (billing cycle) to make room for another business or because of termination of the Department's pilot (test) program. Specifically, the provisional annual rental agreement is used when:

a) the maximum distance of three miles at rural interchange approaches and one mile at urban interchange approaches for GAS, FOOD, or LODGING signs is exceeded,
b) an indirect route for a business such as a business that is on Exit A, but is signed on Exit B for a split exit (as determined on a case by case basis),
c) when certain combination service signs are used,
d) for all Bed and Breakfast businesses, and
e) for the Department's designated pilot (test) signs.

Note that businesses that have provisional agreements may become standard agreement holders in cases b) and e) described above. For instance, in case b above, if a vacancy occurs on the direct exit Logo sign(s), the current participant(s) on the non-direct exit with a provisional agreement will have the first opportunity to take the spot vacated on the direct exit sign and become a standard agreement holder. Or, with the pilot program in case e above, if a space becomes available in the first 1 through 6 standard slots on the Logo sign, the current participants in the 7th, 8th and 9th slots are considered "first-come, first-served" for the available space. In either case, the businesses currently

participating must have first consideration before a brand new business would be considered. **The Department has an obligation to "first serve" businesses that are already participating in the program since they were "first come" to that location.**

In cases b and e above where there may be more than one business with a provisional agreement vying for the standard 1 through 6 spots, the date of execution by the business owner and the Department is used to determine which of the provisional agreement holders becomes a standard agreement holder. If more than one business signed the contract on the same date, then the priority is based on the date and time of the original written request for participation in the program.

REQUIREMENTS FOR AGREEMENTS

The business owner or his designated representative such as an officer of the business, company, or corporation must sign all agreements. The business representative is required to print as well as sign their name on the agreement in such a manner that is legible. As verification for the owner's signature, a witness must also sign the agreement. In general, except for corporations without corporate seals (see section on Corporate Seals on Logo Agreements below), anyone can witness the owner's signature-a friend, a family member or the Division Logo Coordinator.

It is not acceptable for an advertising agent to sign a Logo agreement for a business owner. Per the Logo agreement, the Department will only correspond with the business owner. It is acceptable for the Logo Coordinator to sign the witness signature block if they witness the owner's signature.

In addition to their signature, the business owner is also responsible for filling in the top paragraph of the agreement including the company name, trade name, mailing address. The fill-ins in the next paragraph such as the type of service necessary for the agreement along with the route and exit no for the requested Logo signing may be filled in by the business. It is, however, acceptable for the Logo Coordinator to fill in this information if left blank. Often the business owner may not know the exit no.

The Division Logo Engineer or his/her designated representative in the Division who has been delegated with that authority executes the agreement for the Department. The Logo agreement must be executed by the Department within a couple of weeks **from the completion of construction of the Logo signs and/or installation of the business panels on the Logo signs.**

A copy of the fully executed agreement is returned to the business owner for his records and a copy is kept in the Division Logo Coordinator's file records. The original agreement is forwarded to the Accounts Receivable (AR) Logo Accountant who oversees scanning of the agreement into SAP along with depositing of the business's check for all signs. The Logo Coordinator must verify that the agreement and check have been scanned into SAP within a couple of weeks of its transmittal to Accounts Receivable. A copy of the check must also be kept in the file records. If the check from the business is

not sent with the agreement, a copy of the agreement must be forwarded with the check in order to ensure it is credited to the correct account.

The Qualification Survey (TEB 221) must also be sent to Accounts Receivable for scanning since they are part of the agreement (see Recent Changes to the Logo Agreements below).

CORPORATE SEALS ON LOGO AGREEMENTS

The Secretary of State's office no longer requires corporations to obtain corporate seals as part of the incorporation process. However, our Attorney General's office prefers to have a seal on a contract so the Logo Coordinator must continue to request that a seal be affixed to the Logo agreement for a business that is incorporated. However, if a corporation notifies us **in writing** that they do not have a corporate seal, then the agreement must be signed by an officer of the corporation and attested by the Secretary or other designated person having this authority with the corporation prior to execution by the Division.

SUSPENSION OF CORPORATION STATUS

When a new business that is incorporated requests participation in the program, the Logo Coordinator must go to www.secretary.state.nc.us/corporations to check the status of the corporation. Occasionally, a business has had his corporate license suspended. Per the Secretary of State's suspended definition, "the powers, privileges and franchises conferred upon the business entity are suspended. Any act performed or attempted to be performed during suspension is invalid and of no effect." The Logo Coordinator must notify the business that they are unable to participate in the program until the suspension is resolved. If there is any question about the status of the business, refer the matter to the State Logo Engineer. The Attorney General's office will be consulted if necessary for resolution.

RECENT CHANGES TO THE LOGO AGREEMENT

Below are the most recent additions to the Logo Agreement. These changes were made because of payment issues and to ensure that the motorist can readily observe the hours of operation for the business.

- "...It is understood that should the BUSINESS at any time be in breach of this assurance or at any time fail to be in full compliance with all requirements and criteria specified in the rules, the Qualification Survey Form (TEB 221), this Agreement, and Logo policies; the BUSINESS's Logo panels are subject to immediate removal for a minimum of six months and until the BUSINESS fully meets the requirements....

- A business must have a permanent sign posting the days and hours of operation located at or on the entrance to the building in a conspicuous location to be seen by patrons. Additionally, an Attraction BUSINESS shall have a permanent on-premise sign with the days and hours of operation posted and clearly legible as you enter the drive to the facility from the roadway; and

- It is understood that an Attraction BUSINESS with a gate at or near the entrance will only qualify for the Logo program if the gate remains open a minimum of 8 consecutive hours per day, 5 days per week. It is further understood that a BUSINESS facility with a gate or a guardhouse shall have an on-premise sign at or near the entrance reading "Open to the Public" or "Public Welcome" in minimum 4" letters." See Appendix E for an example of this sign.

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OTHER SIGNING PROGRAMS

GENERAL

The Department of Transportation has several other programs that allow for signing on its right of way. Briefly described below are other signing programs that the business or facility may request information for participation in. By no means should the information below be considered all-inclusive. The referenced website or contact person must be contacted to ensure that the latest rules, policies and procedures are adhered to.

Because good customer service is paramount to the Department, if the business is ineligible for the Logo program, the Logo Coordinator must mention the other signing programs that the business may meet the qualifications for participation. In addition, the Logo Coordinator must clearly explain to the potential customer the reasons the business or facility does not meet the Logo program requirements.

TOURIST-ORIENTED DIRECTIONAL SIGNING (See 19A NCAC 02E.1101 thru 02E.1108)

The Tourist Oriented Directional Sign Program (TODS) offered by the North Carolina Department of Transportation provides "directional signing for eligible tourist attractions located on the state **non-freeway system** which is located within the right-of-way **at intersections**". Signing for TODS is limited to highways other than fully controlled access highways that are either in rural unincorporated areas or in towns or cities with a population less than 40,000.

"Tourist oriented businesses" or "tourist oriented facilities" shall be businesses or facilities that are a destination for tourists and must provide products or services that meet tourists' primary needs or interests. Shopping malls, furniture stores, drug stores, movie theaters, community business districts, appliance stores, automobile or truck dealerships or garages, houses of worship, real estate offices, livestock sales facilities, sand and gravel facilities, grocery stores, gas or vehicle service stations, bars, lounges, adult establishments, adult video, book, or novelty stores, medical facilites, and restaurants are not considered either 'tourist oriented businesses" or tourist oriented facilites'". Business must meet very specific criteria to participate in the program. For further information on TODS, see http://www.ncdot.org/doh/preconstruct/traffic/teppl/Topics/T-08/T-08.html.

There are fees involved for participation in this program. The qualifying business or facility must pay an annual rental fee of $200/sign installed on the Department's right of way. In addition, the business or facility pays all sign fabrication costs.

The Signing Section oversees the TODS program. Each Division has a TODS Coordinator who is usually the Division Logo Coordinator too. Currently James Hambright is the State Tourism Signing Engineer. He can be reached at (919) 250-4151 or at jhambright@dot.state.nc.us.

Qualifying businesses and facilites may be signed with both the TODS and the Logo program as long as the business meets all the signing programs requirements AND they are signed from opposite approaches to the businesses. The signs for Logo and TODS cannot overlap. For instance, a business may be signed from a rural interchange with Logo signs from an eastbound approach and it may also be signed with TODS from the westbound approach that has at-grade intersections.

AGRICULTURAL TOURISM SIGNAGE PROGRAM

In order to promote statewide tourism, the General Assembly approved GS # 106-22.5 during July 1999, which provides for directional signing for agricultural facilities. For purposes of this law, an agricultural facility is defined as a facility that promotes tourism by providing tours and on-site sales or samples of North Carolina agricultural products. In addition, the facility must be open for business at least four days a week, for a minimum of 32 hours per week, 10 full months a year to qualify for directional signing. So far, 28 vineyards/wineries, nurseries, and farms across the state have taken advantage of **Agricultural Tourism Signage Program**.

Agricultural facilities already participating or are eligible to participate in this program are not eligible to participate in the Specific Signing (Logo) Program at the same interchange. They must be given the opportunity to choose between the two programs and participate in one of them.

The business must execute an agreement with the Department and pay for all sign costs associated with the installation of the Ag Tourism signs. For further specific information on the Ag Tourism program see the following website: http://www.ncdot.org/doh/preconstruct/traffic/teppl/Topics/A-07/A-7.html

The Signing Section oversees the Agricultural Tourism program and coordinates with Division personnel on Agricultural Tourism Signing. Currently James Hambright is the State Tourism Signing Engineer. He can be reached at (919) 250-4151 or at jhambright@dot.state.nc.us

GUIDE SIGNS FOR MAJOR TRAFFIC GENERATIONS

Over the years, the NCDOT has installed guide signs for attractions that are major traffic generations, typically ones that are considered high traffic generators, for example, the Biltmore Estate and Carowinds. These attractions that already have signs or are eligible for signs provided by the NCDOT are not eligible to participate in the Specific Signing (Logo) Program at the same interchange. They must be given the opportunity to choose between having signs provided by the NCDOT with no annual fee and participating in the Logo Program, with an annual rental fee.

In general, to qualify for a separate supplemental guide sign as a major traffic generator, the facility must have **documented** vehicle trip generations in amounts of 250, 000 or more annually. These supplemental guide signs "guide travelers to sites and

specific facilites of major interest, such as convention centers, arenas, amphitheaters, or major cultural, recreational, and historical facilities". See the following website, http://www.ncdot.org/doh/preconstruct/traffic/teppl/Topics/T-13/T-13.html for more information on this program.

Signs for major traffic generations shall be limited to the closest freeway interchange, not to exceed 15 miles from the facility. Signs located on non-control of access and partial control of access facilites, and all conventional roadways shall also be limited to 15 miles from the facility. These signs shall carry generic messages such as arena, amphitheater, etc. The Department of Transportation covers all costs associated with signing for major traffic generators.

Note: **All requests for signing on partial and non-full control of access facilites must be approved by the appropriate Division Engineer or designate having jurisdiction in the county in which the signs are proposed. All requests for signing on full control of access facilites must be approved by the State Traffic Engineer.**

MODERATE TRAFFIC GENERATORS

The Department of Transportation is developing a standard practice for moderate traffic generators, but it has not been finalized at the time of this writing. For further information on moderate traffic generators, contact Susan Kunz, Signing Programs Engineer, at skunz@dot.state.nc.us or (919) 250-4151. The practice will be available for review on-line through the traffic engineering policies, practices and legal authority (TEPPL) website below once finalized.

OTHER TRAFFIC ENGINEERING POLICIES AND PRACTICES

For more information on traffic engineering policies, practices and legal authority, see http://www.ncdot.org/doh/preconstruct/traffic/teppl/CurrentTopicInformation.html

CHAPTER SIX

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COMBINATION SERVICE, NONDIRECT EXIT, AND PILOT PROGRAM SIGNING

COMBINATION LOGO SERVICE SIGNS

The Division Logo Coordinator recommends combination service signing based on his/her knowledge of the area, potential growth for businesses, requests from businesses, and sign spacing limitations. For instance, if there is limited spacing for Logo signs, and the area has only one gas business and several food businesses, the Division Logo Coordinator could recommend the installation of a GAS/FOOD 3/3 split service combination sign(s) for the interchange.

The current Manual on Uniform Traffic Control Devices (MUTCD) allows up to three service types on a combination service sign. However, if three service types are used, then the business panels will be limited to two for each service type for a total of six panels *(reference section of MUTCD here).* The *See Appendix L for examples of a combination Logo service signs designs.*

Note that per the Logo Rules, the first three fully qualifying GAS panels and the first three fully qualifying FOOD panels will have standard agreements (see 19A NCAC 02E .0220 COMPOSITION OF BUSINESS PANELS AND SIGNS). Furthermore, "combination signs shall be allowed if one or more of the following conditions are met:

(1) if space is not available for separate sign installations;
(2) if the number of businesses desiring to participate exceeds the number of spaces available for business panels on sign; or
(3) if the number of businesses desiring to participate does not warrant the installation of separate sign installations."

Provisional contracts for the businesses on combination signs shall be required for all businesses other than the first three fully qualifying GAS panels and the first three fully qualifying FOOD panels. The first three businesses with provisional agreements on combination service signs must be given first priority to secure a vacant space on the regular six panel Logo sign. This priority will be based on a first-come, first-served basis determined by the date of the agreement.

Other than the first three fully qualifying GAS and FOOD businesses on a combination service sign, other businesses on a combination service sign that have provisional agreements may be terminated to allow installation of a 6 panel service sign. However, since one of the goals of the Logo program is to maximize participation in the program, there must be more fully qualifying businesses requesting spots on the Logo sign than the number of businesses that have provisional contracts before we would terminate the businesses with provisional contracts and replace the combination service sign with a 6 panel service sign. *For example, suppose there was not space available for a separate LODGING service sign, and a combination FOOD/LODGING service sign was installed instead with two LODGING businesses that had provisional agreements.*

The two LODGING businesses could be removed for installation of three fully qualifying FOOD services. Note that two LODGING businesses would not be removed for two food business. Thirty days prior to the end of the billing cycle, the Department must notify the businesses with a provisional agreement in writing by certified mail (*return receipt requested*) that their agreement will not be renewed and that their business panel will be removed at the end of their contract period, normally the anniversary date of their sign installations. The Logo Coordinator and the Signing Section must review these situations together on a case by case basis.

SIGNING FOR NONDIRECT EXIT OF A SPLIT INTERCHANGE

The Logo Program will allow Logo signing at a nondirect exit of an A/B split interchange if it does not require a U-turn and if existing signing directs the motorist back easily without being confusing to the motoring public. It is not recommended otherwise unless Division personnel determine that there are no safety issues by allowing the U-turn movement from the additional traffic generated by the Logo signing.

A business signed at the nondirect exit of a split interchange shall have a provisional contract. Contact the State Logo Engineer for the wording needed for this type of a provisional contract. Should a position become vacant on the most direct exit Logo sign(s), this business must be considered "first come" and be relocated to the position on the most direct exit sign. Additionally, in this case, if more than one business is signed on the nondirect exit, the business participating longest in good standing with the department would be considered "first come" for a spot on the direct exit Logo sign. The date on the originally executed agreement must be used to determine which business gets the spot on the direct exit Logo sign. If the agreements were executed on the same day, the business first to request a spot on the sign would be given the slot on the direct exit sign.

PILOT PROGRAMS

As part of the administrative responsibility with the Logo Program, the Signing Section has the responsibility of recommending "test" or pilot programs for experimentation. In response to requests from members of the North Carolina Board of Transportation to maximize participation and stimulate economic development, the NCDOT has begun a pilot/test program at various locations throughout the state.

The current Manual on Uniform Traffic Control Devices (MUTCD) only allows a maximum of six businesses of one service on the program. Currently, overflow combination service signs and 9-panel service signs are part of the pilot/test program which allow up to 9 businesses of one service to participate in the program at the interchange.

The goal of our test program is to determine if there is motorist detriment or any adverse impacts to public safety and travel when the number of Logo panels is increased

for a given service at an interchange. The immediate benefit of providing more information to a motorist is assumed. We have formally notified the FHWA of our experimentation and they been notified of the locations selected for the Pilot Program to date. We will provide updates to them as necessary and required. A report on our findings will be submitted to the FHWA at the end of the study period.

All businesses participating in the pilot programs besides the original 6 businesses on the original service sign must have provisional agreements. The businesses must be notified that they have been allowed to participate on the program as part of a pilot program, and depending upon the findings at the end of the designated test period, they may or may not be allowed to continue to participate in the program at this location. Their Logo agreement shall indicate that they are part of a pilot program.

At this time the pilot program has been limited to 15 test locations for each type. Requests for participation in the pilot/test program are handled on a case-by-case basis. However, because these businesses are part of a pilot program that is under study, we would not remove any of the businesses participating in the designated pilot program locations until the end of the study period except for non-payment or non-compliance. Since the locations are under study, any removal of a business for other than the reasons above might hinder the study. The Department has an obligation to follow through and report the findings as indicated and required for the study.

Combination service signs are used in the pilot/test program primarily to maximize the use of existing service signs where there is full service sign and the adjacent service sign is underutilized. *For example, an area has a full 6 panel LODGING service sign with a 6 panel CAMPING service sign with only two camping businesses participating, but additional Lodging businesses are requesting Logo participation. The Department could install an "overflow combo" by replacing the 6 panel Camping service sign with a combination Lodging/Camping sign with 3 of each service and reuse the existing supports.* Therefore, up to 9 businesses could participate in the program at this location on two separate service signs.

Below is the list of locations that have currently been selected for the **Combination Service Pilot Program** to date:

1. US-64, Exit 512, erected in January 2005
2. I-85, Exit 60, erected in May 2004
3. I-40, Exit 50, in Asheville, erected February 2006
4. I-40, Exit 146, near Statesville, erected Aug 2005
5. I-40, Exit 174, erected in October 2004
6. I-77, Exit 25 in Huntersville, erected in September 2004
7. I-95, Exit 95, near Smithfield, erected April 2005
8. I-40, Exit 319, under consideration
9. I-85, Exit 153 near Mebane, erected August 2005
10. I-40, Exit 31 near Canton, proposed

11. I-40, Exit 44 near Asheville, erected October 2002
12. US 421, Exit 242 proposed February 2006
13. To be determined
14. To be determined
15. To be determined

We are still looking for three other locations for the Combination Service Pilot Program. Please contact the State Logo Engineer if you have any potential locations for this program.

Nine panel test/pilot service signs may be installed when a 6 panel service sign is full and there are at least two or more businesses of the same service desiring to participate in the program. At these locations a maximum of 9 businesses of the same service could be shown on one Logo sign.

Below is the list of locations that have currently been selected for the **9-Panel Pilot Program**:

1. US-70, Exit 414 in New Bern, erected in February 2003
2. I-95, Exit 22 in Lumberton, erected in November 2003
3. I-95, Exit 49 in Fayetteville, erected in November 2003
4. I-40, Exit 125 in Hickory, erected August 2005
5. I-40, Exit 151 in Statesville, erected August 2005
6. I-77, Exit 36 in Mooresville, erected in August 2004
7. I-40, Exit 50 in Asheville, proposed in one direction (out for bids 1/06)
8. I-40, Exit 105 in Morganton, erected in March 2005
9. I-26, Exit 49 in Hendersonville, erected Sept 2005
10. US 74, Exit 102 in Waynesville, erected Sept 2005
11. I-85, Exit 49 in Concord, erected June 2005
12. I-95, Exit 97 near Selma, erected April 2005
13. I-95, Exit 121 in Wilson, replaced US 321, Exit 24) plans complete 1/06
14. I-26, Exit 53 (Old Exit 22) near Flat Rock, plans complete 11/05
15. I-85, Exit 213 (Dabney Dr.) in Henderson, anticipated construction completion date of April 2006

At this time, all locations for the 9-Panel Pilot Program have been filled and the Department is not considering any other locations for this program.

FOR DEPARTMENT USE ONLY:

9-PANEL AND COMBINATION PANEL THIRD PARTY REQUESTOR PROCESS

This proposed process is **only** for selecting the businesses on a 9-Panel or Split (Combination) Panel Logo sign when the six panel sign is full and there is sufficient evidence that more than three businesses wish to participate; AND, the request was originated by someone other than a qualifying business, such as a Chamber of Commerce. If a qualifying

business requests that an interchange be considered for the 9-Panel or Split Panel test and there are available test locations (pending Department approval of the requested location), then that business is the first business that will be one of the three businesses that will be on the panel; and therefore this process would not be used. **This process is NOT to be used for replacing a business on a six panel sign, filling the remaining positions on a six panel sign, or filling positions on test signs that are requested by businesses. These positions will continue to be filled by following the first come, first-served process.**

The process for selecting the 7th, 8th, and 9th businesses for participation when there are more than three potential qualifying businesses and the request is being made by a third party is as follows:

- Traffic Engineering and Safety Systems Branch (TESSB) will discuss the location with the Division for suitability of testing the 9-Panel or Split Panel.
- If it is agreed that the interchange suggested by the third party will be used as one of the test locations, we will identify the potential for more than three businesses wanting to participate in the program. We will also discuss the scheduling for the process to help avoid problem dates for the Division and TESSB.
- TESSB will identify all the businesses that potentially meet the Logo requirements at the interchange. TESSB will send a certified letter to each of these businesses notifying them that the Department is conducting a study of the 9-Panel or Split Panel Logo signs and that three additional businesses will be placed on the Logo sign at the respective interchange. At this time, the Chamber of Commerce or other third party requestor will also be sent a certified letter indicating the same and will be provided with a list of the businesses that were notified by NCDOT. The Chamber of Commerce or other third party requestor will be asked to notify other businesses that they are aware of that may qualify but are not on the NCDOT list.
- The information the businesses will receive from NCDOT includes the following:
    1. Certified letter indicating what procedures they must follow if they are interested in participating in this test. They will have two weeks from the date of the letter to send a certified letter to the Division Office (address will be provided). They will be instructed that ONLY certified letters will be accepted concerning their participation in this test. They will be notified of the last day that the response letter must be received and the process that will be followed with all dates and times clearly stated. If the certified letter is returned for incorrect address or refused, the Department will make one attempt to hand deliver the letter to the business.
    2. The letter will include an explanation of the process being used and how they will be notified if they are selected. The letter will also include the location, as well as the date and time, that the random drawing will take place if they would like to attend.
    3. The business will be sent a copy of the Logo program requirements and fees.
    4. They will be explicitly informed that this is a test period and that if for some reason the test indicates that the 9-Panel or Split Panel signs must be removed, they will be removed from the Logo panel with an appropriate refund (if applicable). If the test is successful and the 9-Panel or Split panel signs become permanent then they will

continue to participate in the program as long as they continue to meet the requirements and pay the annual fees required by the program.

- If more than three businesses respond, a **random drawing** will be held in the Division Office at the date and time specified in the original letter to the business. All interested parties (businesses) will be invited to attend the drawing. A representative from the Signing Section and from the third party requester, such as a Chamber of Commerce, will also be invited. All businesses that responded to our request will be included in the drawing. As the businesses are randomly drawn, they will be given a number in the order their name was drawn starting with number one. The first three businesses drawn out of the hat will be given first opportunity to be added to the 9-Panel or Split Panel sign. Within one business week, the Division will then determine whether or not the business meets the program's eligibility requirements. If, for some reason, one of the businesses drops out or is eliminated because it does not qualify, the next fully qualifying business as consecutively numbered will be offered a position on the sign until the sign is full.
- All parties that responded to the Department expressing interest in participating in the 9-Panel or Split Panel signs at the respective interchange will be sent formal notification by TESSB of the order that the businesses were randomly selected.
- After the drawing, the Division Logo Coordinator will determine if the top drawn businesses are eligible based upon the program requirements. The business must meet all qualifications at the time the Logo Coordinator conducts their investigation. If there are questions concerning the eligibility of a business for the Logo program, then the Division Logo Coordinator will consult with the State Signing Engineer. If the business continues to disagree with the decision of the State Signing Engineer and the Division Logo Coordinator, the issue will be directed to the State Traffic Engineer for final resolution.
- The Division Logo Coordinator will work with the top three fully qualifying drawn businesses to ensure all required paperwork is completed, to ensure all program requirements are met, to review and approve sign panels (design and fabrication), and to ensure execution of provisional agreement, and to ensure payment, etc., are completed prior to the business panel being placed on the Logo sign.
- Once plans are completed and approved, the Division will let a purchase order contract for the 9-Panel or Split Panel project within two months after the plans have been received, unless an on-call signing contractor is already in place.

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LOCATION OF SIGNS AND SUPPORT INFORMATION

SPECIFIC CRITERIA AND GUIDELINES

Mainline and Ramp Signing –See Appendix L for Typical Layouts

The NCDOT controls the location, installation, and maintenance of Logo signs according to the following criteria:

- As part of the review process, the Logo Coordinator must verify that there is adequate sign spacing available on the mainline and ramps to install Logo signing. As indicated in the 2003 Manual on Uniform Traffic Control Devices (MUTCD) Figure 2F-2 and Section 2F.06 Signs at Interchanges, 800' spacing is required between guide signs, Logo signs and other supplemental guide signs. The Department will occasionally make an exception to the 800' spacing based on engineering judgement. **Logo signs shall not be installed where adequate spacing cannot be met**. A minimum of 750 feet of spacing between mainline Logo signs must be maintained. *See Appendix L for examples of typical Logo layout interchange diagrams.*

- Because of distance requirements in the administrative code *(see 19A NCAC 02E.0219 (4) in Appendix B)* as well as the mileage indication on the ramp business panels, distances shall be measured from the point on the interchange crossroad, coincident with the centerline of a fully controlled access highway route median, along the roadways to the respective motorist service. The point to be measured to for each business is a point on the roadway that is perpendicular to the corner of the nearest wall of the business to the interchange. The wall to be measured to shall be that of the main building or office. Walls of sheds *(concession stands, storage buildings, separate restrooms, etc.)* whether or not attached to the main building shall not be used for the purposes of measuring. If the office *(main building)* of a business is located more than 0.2 mile from a public road on a private road or drive, the distance to the office along the said drive/road is always included in the overall distance measured to determine the closest business. The office shall be presumed to be at the place where the services are provided.

- Mainline Logo signs shall only be installed at grade-separated interchanges along fully controlled access highway *(interstates and other freeways)* section. If a specific location for a mainline Logo sign does not fall within the controlled access section, it shall not be installed even if the interchange is full control of access. For instance, portions of US 1 and US 64 have fully-controlled access interchanges with adjacent sections of partially controlled access areas with at-grade intersections. Logo signing may be installed for the fully-controlled access interchange if the locations for the mainline signs fall within the fully controlled access area. If the only locations for the mainline signs fall into the partially

controlled areas where there are driveway openings and/or at-grade intersections, Logo signs cannot be installed for the interchange.

- Logo signs shall not be installed along mainline approaches of one fully controlled access facility to another fully controlled access facility *(full control of access facility interchange with other full control of access facility).*

- Logo signs shall not be installed at an interchange where the driver cannot conveniently re-enter the freeway *(determined by the NCDOT)* and continue in the same direction of travel. *See Manual on Uniform Traffic Control Devices [MUTCD] – 2003 Edition, Section 2F.01 Eligibility.*

- A separate Logo sign shall be provided along the mainline approach(es) for each qualified service, unless a combination Logo sign is required or has been approved by the NCDOT. The number of specific service signs along an approach to an interchange shall be limited to a maximum of four, regardless of the number of service types displayed. *(Combination Logo signs may be used if space is not available for separate sign installations, if the number of businesses desiring to participate exceeds the number of spaces available for business panels on a sign, and/or if the number of businesses desiring to participate does not warrant the installation of separate sign installations).*

- If a mainline and/or ramp Logo sign(s) cannot be installed due to spacing limitations, preference shall be given to GAS, FOOD, LODGING, CAMPING, and ATTRACTIONS services in that order.

- If there is only room for a combination service mainline Logo sign *(due to limited spacing)* instead of separate service mainline Logo signs, but there is room for separate six panel ramp Logo signs, separate service Logo signs are allowed on the ramp.

- In general, combination Logo signs, if used, will include two service types and a maximum of three businesses for each service type mounted horizontally on the service sign. There must not be more than four Logo Panels for one of the two service types on the same sign. *See Appendices E and N for examples of Logo signs designs.*

- A maximum of six business panels may be installed on an individual specific service Logo sign, unless a location for a pilot/test project has been approved by the NCDOT.

- Ramp Logo signs shall be required in each direction on the exit ramps except when the qualified business(es) is visible from the exit ramp terminal. If lateral spacing is not available on the ramp and the business(es) is(are) not visible from the exit ramp terminal, the Logo sign shall not be permitted on the mainline.

- At the time of initial installation, mainline and/or ramp Logo signs shall be installed in the direction of travel in the following order: ATTRACTIONS, CAMPING, LODGING, FOOD, and GAS. When combination Logo signs are used, priority is given to the first three fully qualified GAS panels and to the first three fully qualified FOOD panels. Ramp signs must be located as determined by the field investigation with preference given to higher priority Logos.

- When all four/five services are installed at the same time, LODGING and GAS should be installed on the right side of the ramp and CAMPING and/or ATTRACTIONS and FOOD should be installed on the left side of the ramp. Due to spacing limitations or terrain (ditches, etc.), ramp Logo signs may be installed on both sides of the ramp. Higher priority Logos are installed closest to the end of the ramp (stop/yield/traffic signal). If service does not exist, but there is a potential for Logo signs in the future, space should be left for future installations when practical. *See Appendix L for ramp/loop option layout examples.*

- If a mainline and/or ramp Logo sign(s) for a particular service cannot be installed due to spacing limitations, a supplemental General Service sign listing the additional services, up to a maximum of three, may be erected below existing mainline and/or ramp LOGO sign(s). **Note: A ramp General Service sign will not be used if the corresponding mainline Logo sign is in place.** *See Appendix B for North Carolina Administrative Code on General Motorist Services Signs.*

- If there is limited spacing for mainline Logo signs, but there is room for separate ramp Logo signs, a general service sign for the services not installed on the mainline must be installed underneath the mainline Logo sign(s) unless there is no room for a mainline Logo sign. Then, the general service signs may be installed underneath another guide sign. For instance, GAS, FOOD, LODGING service signs are installed on the ramps, but there is only room for mainline GAS signs. A general service signs stating FOOD - LODGING must be installed under the mainline GAS sign.

- Ramp Logo signs may be installed if lateral spacing is available even if separate service mainline Logo signs are not installed because of inadequate lateral spacing.

- Double-exit (also referred to as split exit or dual-exit) interchanges such as exits with Exit A and Exit B or Next Right and Second Right require split exit signing if service is available at both exits and requests have been made for service at both exits. In general, you would install a 3 panel over 3 panel split exit sign for a total of six panels on the sign. However, if there are more requests for service at one of the two exits, since the rules are first-come, first-served, it is acceptable to install up to four Logo panels for one of the two exits and only one or two panels for the other exit.

- Mainline Logo signs should be erected with the nearest edge of the sign 30 feet from the travel lane. A closer distance may be used based on an engineering study and coordination with the Traffic Engineering Branch; however, that distance must not be less than 18 feet or as otherwise specified in the current MUTCD.

- Ramp Logo signs should be erected with the near edge of the sign 18 feet from the travel lane. A closer distance may be used based on an engineering study and coordination with the Traffic Engineering Branch; however, that distance must not be less than 12 feet or as otherwise specified in the current MUTCD.

- Logo signs shall be located in a manner to take advantage of the natural terrain to minimize the impact on the scenic environment.

- No more than three types of services shall be represented on any Logo sign. If three types of services are shown on one sign, then the Logo panels shall be limited to two for each service (for a total of six Logo panels). *See also MUTCD Section 2F.02.*

- In general, all standards and guidelines contained in the current Manual on Uniform Traffic Control Devices (MUTCD) must be followed *(see GS # 136-30 in Appendix A)* unless NCDOT has administrative code, general statute or a policy or a practice that allows us to differentiate from the MUTCD. Note: although the MUTCD has approved 24–hour pharmacy for Specific Service Signing, the NCDOT has not yet adopted a policy to provide for this service.

Trailblazer Signing

- The purpose of trailblazer signing is to notify the motoring public of any upcoming turns that are required from the interchange to the business. Trailblazers shall not be installed in the opposite direction and/or an indirect or secondary route from the business/interchange.

- Trailblazer business (Logo) panels shall be required in advance of each turn to the business. Any distance greater than two miles prior to a turn that requires a trailblazer sign shall require a pull-through trailblazer. Additionally, a pull-through trailblazer will be required if the through distance to the business seems excessive such that the driver may be uncertain as to whether or not he/she is traveling in the right direction. The pull-through trailblazer shall be installed at about the halfway point between the ramp terminus and the turn for the business or as determined by the NCDOT. **Note: The NCDOT determines the locations and quantities of all necessary trailblazer business (Logo) panels for a specific business.**

- If a local ordinance prohibits the installation of a necessary trailblazer for the business, the business would not be allowed to participate on mainline or ramp Logo signs.

GENERAL SUPPORT INFORMATION AND GUARDRAIL REQUIREMENTS

Signs shall be installed on breakaway supports unless installed behind guardrail, except for trailblazer panel locations, which may be mounted on u-channel posts. In general, one hundred fifty (150) feet of leading guardrail and fifty (50) feet of trailing guardrail is required before simple supports are used. If the guardrail is deemed in poor condition during the field review, the design engineer may specify breakaway supports at their discretion. Safety of the motoring public is of utmost concern.

Omnidirectional supports may be used if there is a particular need for them; however, no cost estimates are available for comparison to the standard breakaway supports at this time. In general, supports must be installed as economically as possible. If sign upgrades are required for existing signs, supports must also be analyzed for reuse or H-section replacement.

CHAPTER EIGHT

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BUSINESS LOGO PANELS AND SIGN HISTORY NOTES

GENERAL GUIDELINES

Prior to panel fabrication, the business panel design (layout) must be submitted to the Department for approval. Designs (layouts) for business panels shall be submitted to the Division LOGO Coordinator for review and their formal written approval (initials are acceptable). The Logo Coordinator should refer any questions about the panel design to the State Logo Engineer after the appropriate review. A checklist for the business panels is provided in Appendix C – Logo Business Panel Face Specifications. The checklist or the Business Panel Specification below may be provided to the business owner or his sign fabricator upon their request.

Once the Division Logo Coordinator has approved the panel designs, the business or their designated sign fabricator is responsible for supplying the business panels to the Department at the address specified by the Division Logo Coordinator. **The business is responsible for supplying their business panels to the Logo Coordinator for the Logo signs at no cost to the Department.** Often the Logo Coordinator will be asked by the business if they can provide the name of a sign fabricator. As a service to businesses desiring to purchase logo signs, the Department does maintain a list of sign fabricators and suppliers that have indicated they could furnish logo signs. See Appendix G for the listing. The N.C. Department of Transportation is in no way recommending any of these companies or guaranteeing the quality of the product furnished by these companies. It must be noted that there are probably other sign fabricators and suppliers of which we are not aware that could supply you with logo signs. The list is not intended as an all-inclusive list of sign fabricators and suppliers and the list may be changed as conditions warrant. The State Logo Engineer maintains the Sign Fabricators and Suppliers list and will provide the coordinators an updated list from time to time.

A business is allowed to choose a sign fabricator that is not on the current list. More coordination, however, is usually required with a "new" sign fabricator than one that has worked with the Department before. The Logo Coordinator should offer the fabricator a copy of the Business Panel Specifications and example panel design for their use and explain the procedure for panel approval thoroughly to the business and his fabricator. If the Logo Coordinator is satisfied with the sign fabricator, at the request of the fabricator, he/she can be added to the Sign Fabricators and Suppliers list at the recommendation of the Division Logo Coordinator. If a Logo Coordinator has repetitive problems with a fabricator, he/she must notify the State Logo Engineer and the sign fabricator may be removed from the list. A fabricator will not be added to the list unless a Division Logo Coordinator has worked with them and recommends them for inclusion on the Sign Fabricators and Suppliers list.

The Department must install the panels within 30 days of receipt, after all fees have been paid and the Division Engineer has executed the Logo Agreement. The Division Logo Coordinator must submit a work order for the panel installation to the

traffic services department or his on-call signing contractor. **No panels must be installed for a new business until all fees have been paid.** The Logo Coordinator must confirm the panel installations on the mainline and ramp signs and ensure that any necessary trailblazer(s) installations are at the appropriate location(s).

The NCDOT may cover or remove any or all business panels in the conduct of maintenance or construction operations, or for research studies, or whenever deemed by the NCDOT to be in the best interest of the NCDOT or the traveling public, without advance notice thereof. As a courtesy to the business, the owner must be notified of the business panel removal(s) as soon as possible, preferably 30 days in advance of the removal.

Displayed business panels that, in the opinion of the NCDOT, are unsightly, badly faded, or in a state of dilapidation must be replaced immediately. **Note: It is always the responsibility of the business to furnish business (Logo) panels when necessary at no cost to the NCDOT.** The Logo Coordinator must contact the appropriate business owner asking him/her to furnish a replacement business panel at no cost to the NCDOT within 30 to 60 days and once it is received, the Logo Coordinator must then schedule the necessary work to be completed within 30 days. No additional service fee is assessed to the business owner since this work is included in the annual rental fee.

Mainline business (Logo) panels that are 60 inches by 36 inches and individual ramp and trailblazer business (Logo) panels that are 30 inches by 18 inches are still in place. However, they must be replaced with current standard size panels when NCDOT informs a business that a trade-out is necessary. For instance, when the blue background Logo sign is upgraded or its service life has ended and Logo sign replacement is necessary.

Mainline, ramp and trailblazer panels must have the same message and logo. Different wording on the panels is not allowed.

HISTORY NOTE: SELF-SERVE PANELS

As a result of a legislative request, the decision was made during May 1991 to install SELF-SERVE panels under all mainline GAS business (LOGO) panels that did not provide an attendant to pump gas for a customer. The primary purpose for the initial request was to help handicapped drivers who could not or had difficulty pumping their own gas. At the time the decision was made, the Commonwealth of Virginia was using this panel under mainline GAS business (LOGO) panels. The Divisions began the necessary review process during June 1991 and all work was completed within a 90 day time period.

During the 2001 Spring LOGO Conference the need for these panels was discussed. After consulting with the United States Department of Justice, the Federal Transit Administration, and the Federal Highway Administration (FHWA), no evidence was found mandating the use of these panels to conform to the Americans With

Disabilities Act, which was enacted during July 1990. Also, almost all gas stations statewide are now considered *self-serve,* as full service stations have become increasingly rare. A survey distributed to 13 state transportation departments, including Georgia, Pennsylvania, South Carolina, and Virginia, confirmed that none of these states either require or allow SELF-SERVE panels on mainline (LOGO) signs. Therefore, based on this information, SELF-SERVE panels are no longer necessary. As of October 2001, these panels are discontinued and existing panels must be removed during routine maintenance operations.

LOGO SIGN HISTORY NOTES AND REPLACEMENT RECOMMENDATIONS

Through time, the size of Logo mainline and ramp signs has varied. Originally, ramp specific service signs were 102 inches wide and included a single 10 inch by 5 inch left arrow located in the top left-hand corner of the sign for all of the services to the left of the ramp and a single 10 inch by 5 inch right arrow located in the bottom right-hand corner of the sign for all of the services to the right of the ramp. Also, the respective distances to the businesses were listed under each business panel along with the abbreviation for miles (MI). This arrangement worked well when the total number of businesses in each direction was three or less. It became confusing when there were more than three businesses in either direction.

As a result of this confusion and through the efforts of the Division Logo Coordinators and staff in the Signing Section of the Traffic Engineering and Safety Systems Branch, certain changes were recommended, reviewed, and approved during the latter part of 1995. These changes included removing the single left and right arrows and placing an appropriate arrow with the mileage under each individual business panel *(the abbreviation for miles, MI had to be removed to make room for the arrow).* Not only did these changes make the ramp signs less confusing to the traveling public, they enabled the width of the signs to decrease 12 inches, from 102 inches to 90 inches.

These old style signs must be replaced as the life expectancy for the sheeting has expired and there is little reflectivity left on the sheeting. If a Logo sign is more than 12 years old, steps must be taken to replace it requiring the use of the current standard size business (Logo) panels. Periodically, an inventory of Logo signs should be performed to check the general condition of the sign and its reflectivity. The Logo Coordinator must order new blue background Logo signs from the Department of Corrections (Correction Enterprises) if replacement is necessary, charging the sign cost to the Division's Logo WBS element number.

There are currently old-style 4 panel and vertically stacked 2 - 2 - 2 panel Logo signs that must also be replaced as the life expectancy of the sign has probably ended. A field review at night would be necessary to determine whether or not the sign was "dead" or having very little reflectivity.

Standard 6 panel sign sizes are 180" x 120" for mainline signs and 90" x 72" for ramp signs. Standard combination mainline service sign or dual exit sign sizes are 180" x

138". Until 2003, combination service signs were 180" x 144". Standard 9 panel sign sizes are 180" x 162" and 90" x 102".

See Appendix E for current standard Logo sign designs. See Appendix N for nonstandard, but approved, Logo sign designs that can also be used for combination service signs, 9 panel Logo signs, etc.

BUSINESS PANEL SPECIFICATIONS

Qualifying businesses have the option of using either their recognized logo or the name of their business on business panels. When a symbol or trademark is used instead of the business name, any legend thereon shall be proportional to the size customarily used on said symbol or trademark. No slogans shall be included on the business panel unless it is part of their copywritten name.

Total reflectorization is required for business panels. The retroreflective sheeting shall be at least Type III (formerly known as encapsulated lens) and must meet the specifications contained in the latest version of Section 1093 of the North Carolina Department of Transportation Standard Specifications for Roads and Structures.

Mainline business panels shall be 48 inches by 36 inches and shall have a ¾ inch white border and 3 inch corner radii. On mainline business panels, the legend copy shall consist of at least 10-inch letters, whether upper or lower case, when either one line or two lines of copy are used and a symbol or trademark is not used. When a symbol is used on mainline business panels, legend copy shall consist of minimum 5 inch letters with a type D font or broader stroke.

Logo panels on the ramp signs and trailblazers shall be duplicates of those displayed on the mainline sign, except that they shall be reduced in size. Ramp and trailblazer business panels shall be 24 inches by 18 inches and shall have a ¾ inch white border and 3 inch corner radii. On ramp and trailblazer business panels, the legend copy must consist of at least 4 inch letters, whether upper or lower case, when either one line or two lines of copy are used and a symbol or trademark is not used. When a symbol is used on ramp and trailblazer business panels, legend copy *(for example, hours a food business is open or day it is closed)* shall consist of minimum 3 inch letters with a type D font or broader stroke.

Mainline business (Logo) panels that are 60 inches by 36 inches and individual ramp and trailblazer business (Logo) panels that are 30 inches by 18 inches are still be in place. However, they must be replaced with current standard size panels when NCDOT informs a business that a trade-out is necessary. For instance, when the blue background Logo sign is upgraded or its service life has ended and Logo sign replacement is necessary.

A ¾ inch white border is required on mainline, ramp, and trailblazer business panels. The background color for the business panel must provide a definite contrast to make the border standout. Colors that offer adequate contrast include black, brown, red, green, etc. Blue must be avoided since the service signs are blue. Colors that do not offer adequate contrast include white, cream, yellow, silver, light blue, etc.

When the background color of a business panel has a non-contrasting color, a field of contrasting color must be placed adjacent to the white border. When used, this

field of contrasting color shall be at least 1 ½ inches wide on mainline business panels and at least ¾ inches wide on ramp and trailblazer business panels.

Mainline, ramp, and trailblazer business panels shall be made of a flat aluminum sheet having a minimum thickness of 0.063 inch and a maximum thickness of 0.125 inch *(See current Standard Specifications for Roads and Structures for specifications).*

Mainline and ramp business panels shall be made with 0.156 inch holes (spaced as per punching detail) for attaching to the specific service sign. Trailblazer business panels shall be made with two 0.375 inch holes (spaced as per punching detail) for attaching to u-channel posts. See Appendix D for Logo business panel details.

Any message, trademarks, or symbols, which interfere with, imitate or resemble any official warning or regulatory traffic sign, signal, or device is prohibited.; such as, playspace, playground, playland, etc., on food business panels is prohibited. Buffet prices or other food prices are not acceptable messages to be included as part of the Logo panel design. A business cannot include the types of credit cards that it accepts on the business logo panel. Phone numbers are not acceptable on the legend for the business panel.

The logo must include a recognizable name, symbol, or trademark for the fuel or must be a recognizable gas business name or logo. If the gas business name or logo is not recognizable to the general motorist as a gas service, the word "Gas" or "Fuel" must also be included in the business Logo panel. Determination of "recognizable" is made by the State Logo Engineer.

Words/phrases such as pantry, mini mart, and/or a convenience store name are not considered a recognizable gas business name and may only be used within the Logo panel if they are in the official name of the business. In this case, the word " Gas" or "Fuel" must also be included in the business Logo panel. Any message and/or wording not directly related to the specific service such as "lottery tickets" is prohibited. Business panels must match on premise business signage.

Diesel or LP Gas is acceptable as additional messages on a GAS Logo business panel since these messages provide the traveling public with additional information about the type of fuel available to assist motorists in making a decision about stopping at the specific location. Alternative fuel word messages such as methanol, ethanol (E85) or biodiesel (B20) are acceptable on gas logo panels as long as the minimum letter size is met.

Only one service type such as GAS, FOOD, or LODGING shall be allowed on a Logo business panel *(See Appendix B – North Carolina Administrative Code, 19A NCAC 02E.0220(b))*. Two businesses of the same service type *(for example, two food businesses)* may be shown on the same Logo business panel provided they are located in the same building and use the same cash register. In addition, the designs must meet the minimum letter sizes.

Hours of operation are acceptable on the Logo business panel. For instance, 24 hours would be allowed on a FOOD Logo business panel as long as the business is fully operational during a 24-hour period. If only the drive thru window is open 24 hours, it is acceptable to add "24 HR Drive Thru" to the panel. Closed Sunday or 8 AM – 8 PM would also be allowed on a business panel since these messages provide the traveling public with additional information to help them make a decision about stopping at the specific location.

Words such as *bar, saloon, lounge,* or *pub*, etc. will not be allowed on business panels unless this type of wording is part of the official name of the business. *(This type of wording will not be allowed as additional or related text).* It is the participant's responsibility to furnish adequate proof to the Department that this type of wording is part of the official name of the business. This information may be included on the official business license and it may also be available from the county health departments. A directory of the health departments may be found at the following website: www.deh.enr.state.nc.us/ehs/ehs.htm.

CHAPTER NINE

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SERVICE CLARIFICATIONS AND ELIGIBLITY REQUIREMENTS
(See Appendix B – 19A NCAC 02E.0219-through 02E.02)

DISTANCE REQUIREMENTS

The maximum one-way distance that a GAS, FOOD, or LODGING service may be located from a fully controlled access highway/interchange shall not exceed three miles at rural interchanges and one mile at urban interchanges. If there are no qualifying services within these distances, the distance may be increased to three miles in urban areas and 6 miles in rural locations provided the total round trip distance does not exceed six miles in urban and twelve miles in rural locations; however, these businesses must have provisional contracts and are subject to removal should a fully qualifying business occur. CAMPING and ATTRACTION services shall not exceed fifteen miles in either direction. See also the Logo Rules in Appendix B – 19A NCAC 02E.0219 (4).

GAS SERVICE

For the general eligibility requirements for a GAS service, see Appendix B – 19A NCAC 02E.0219 (5). Additionally, in order to fully qualify as a GAS service, the participant must sell traditional gas. Alternative fuels for motor vehicles may be offered and may be listed on the business panel; such as, DIESEL, Biodiesel (B20), Ethanol (E85) or LP GAS, etc. A provisional contract may be used for those businesses that exclusively sell alternative fuels for motor vehicles; however, the business panels must also include a message that reads NO GASOLINE SOLD or other appropriate message. Businesses that sell only LP GAS for non-motor vehicle use are not allowed to participate in the program. See also GAS Definition in the Introduction - Definitions section.

FOOD SERVICE

For the general eligibility requirements for a FOOD service, see Appendix B – 19A NCAC 02E.0219 (6). As stated in the rules, in order to fully qualify for as a FOOD service, adequate parking must be provided. Typically, on-site parking is provided and is acceptable; however, on-street parking (metered and/or not metered) is acceptable if the spaces are located adjacent to the business. A parking deck located several blocks away from the business does not constitute adequate parking if it is the only parking available readily available.

Food courts in malls will not in general qualify for Logo signing. Per the administrative code requirements an individual business providing a qualifying service may participate in the program. If an individual business in a food court in a mall had their name clearly posted on the outside of the mall, travel to and from the business was not confusing, and a separate entrance was provided for the FOOD service, the Department would consider allowing the FOOD service to participate in the program.

Coffee shops can only participate in the program if the meet the eligibility requirements for a FOOD service in the administrative code and they can demonstrate

that over 50% of the sales revenue for the business at that specific location must come from the type of service requested. For a FOOD service, beverage is not considered a food. See also FOOD definition in Introduction - Definitions section.

A restaurant that had "reservations only" seating would not be allowed to participate in the Logo program unless they changed their policy to allow walk-ins.

LODGING SERVICE

For the general eligibility requirements for a LODGING service, see Appendix B – 19A NCAC 02E.0219 (7). When Bed and Breakfast businesses participate in the program, they must be identified as such on the Logo service signs. **All Bed and Breakfast businesses shall have provisional agreements.** If a Bed and Breakfast business is the only lodging choice at a specific interchange, a Bed and Breakfast general service sign may be used. If other lodging choices are available, then the Lodging general service sign must be used. *(General service signs may be used in conjunction with Specific Service signs for eligible types of services that are not represented by a Specific Service sign).*

CAMPING SERVICE

For the general eligibility requirements for a CAMPING service, see Appendix B – 19A NCAC 02E.0219 (8). While the administrative code states that removal or masking of the camping business panel is required by the department during off seasons if the business is operated on a seasonal basis, the Department will allow the months of operation to be posted on the sign. See SEASONAL CAMPING AND ATTRACTIONS SERVICES below.

Camping facilities that offer RV spaces are allowed to have "RV" or "Recreational Vehicle" wording on their business panels. The following criteria has to be met if the camping business signs for RVs:

1) Roadway access and egress must be hard surface, free of potholes and need to be at least 12 feet wide with a minimum swing radius of 50 feet to enter and exit the facility.
2) Roadway access, egress, and parking facilities must be free of any electrical wires, tree branches, or other obstructions up to 14 feet above the surface.
3) Fueling facilities with canopies are required to have a 14-foot clearance, and those selling diesel fuel are required to have pumps with non-commercial nozzles. Fueling facilities must allow for pull-through with swing radius of 50 feet.
4) Two or more spaces that are 18 feet wide and 45 feet long are required.
5) Businesses must also post directional signing on their sites, as needed, to those RV friendly parking spaces and other on-site RV friendly services, so that the motorist is given additional guidance upon leaving the public highway and entering the business establishment's property. A sign must be posted

adjacent to the business's driveway(s) that reads RV PARKING, or RV ENTRANCE and RV EXIT if all driveways to the facility do not meet the miminum design criteria mentioned above. A four (4") inch minimum letter size is required for the sign(s). Designated parking spots or areas for RVs must be signed "RV Parking".

ATTRACTIONS SERVICE (See Appendix B - 19A NCAC 02E.0219 (9))

INTRODUCTION

The 2000 Manual on Uniform Traffic Control Devices added a fifth service to the Specific Service Signs section entitled ATTRACTIONS to provide freeway users with information about available tourist attractions at specific interchanges. Although six services are now eligible for signing, the 2003 MUTCD limits the number of specific service signs along a single approach to an interchange to four *(The 2003 MUTCD, Revision # 1 has added 24-hour pharmacies as a sixth service type; however at this time, this service type is not included in the Department's Logo program).*

SPECIFIC CRITERIA AND GUIDELINES

Because the term ATTRACTIONS is more general than GAS, FOOD, LODGING, or CAMPING, it is very important to define what attractions qualify for signing. The MUTCD only addresses this issue with a statement that attractions must have regional significance and adequate parking accommodations. For attractions in North Carolina, the facility shall have appropriate licensing, on premise public restrooms in a permanent structure, continuously open to the traveling public without appointment eight hours per day, five days per week, parking accommodations for at least 10 vehicles, on premise telephone available for emergency use by the public, and provide amusement, historical, cultural, or leisure activities to the public.

In addition, an applicant must show that the facility is one of the following, which are considered to be eligible attractions:

a) Amusement Park: a permanent area open to the general public including at least three of the following activities: roller coasters, entertainment rides, games, swimming, concerts, and exhibitions;
b) Cultural Center or Facility for cultural events including museums, outdoor theaters, or facilities that exhibits or sells antiques or items painted or crafted by local artists;
c) Historic Site: a structure or area listed on the national or state historic register and recognized by the Department as a historic attraction or location;
d) Leisure or Recreation Activity area: an attraction which provides tourists with opportunities such as golfing (excluding miniature golf, driving

ranges, chip and putt areas, and indoor golf), horseback riding, wind surfing, skiing, bicycling, boating, fishing, picnicking, hiking, and rafting;

e) Facility offering tours at least four times daily on a regularly scheduled year-round basis such as a candy factory, ice cream/cookie plant, or pickle factory. Facility must manufacture or produce goods or products that are of interest to tourists;
f) Agricultural Facilities: a facility that provides tours and/or on-site samples of agricultural products, such as farmers markets;
g) Zoological/Botanical Parks and Farms: a facility in which living animals or plants are kept and exhibited to the public;
h) Natural Phenomenon: a naturally occurring area which is of outstanding interest to the general public, such as a waterfall or cavern; and
i) Motor sports facilities including museums, race tracks, and race team headquarters that exhibits/sells items related to automobile/truck racing

Eligible attractions include:
Amusement parks
Museums
Outdoor theaters
Facilities that exhibits or sells antiques
Facilities that exhibits or sells crafts by local artists
Facilities that conduct tours
NASCAR facilities *(museums, race tracks, race team headquarters, etc.)*
Historic sites
Golf courses *(golf courses must be open to the public and they must offer open tee times each hour for walk-ins)*
Leisure or recreation activity areas
- Horseback riding
- Wind Surfing
- Skiing
- Bicycling
- Boating
- Fishing
- Picnicking
- Hiking
- Rafting

Natural phenomenon *(waterfalls, caverns, etc.)*
Zoos
Botanical parks
Agricultural facilities

The attraction facility shall have a permanent sign posted in a prominent and visible location that states the name of the business with the days and hours of operation. If the facility has stated they provide tours as part of their qualifying criteria, the facility shall have a permanent sign posted on the premises stating the times that tours are

offered, or stating that tours are available upon request. The sign shall be posted in a conspicuous location that is visible to customers entering the facility.

In addition, if the requesting facility has a **gate** at or near the entranceway, it must adhere to both of the following requirements:

1. The gate must remain open during all the hours of continuous operation that are specified in the program rules.
2. An on premise sign must be present at or near the gate in a conspicuous location that is readily seen by motorists entering the facility. The sign must include "Open to the Public" in minimum 4" letters. (See Appendix E for this sign design.) The Department must approve the on premise sign before a gated facility would be allowed to participate in the program.

If the facility is determined not to be in full compliance with these requirements at any time, the signs are subject to immediate removal for a minimum of 6 months and until the facility fully meets the requirements. No refunds or reimbursements will be provided to businesses.

Ineligible attractions include, but are not limited to:

Shopping malls
Furniture stores
Drug stores
Movie theaters
Community business districts
Historic districts
Antique districts or other districts
Appliance stores
Automobile/truck dealerships and/or garages
Houses of worship *(churches, synagogues, etc.)*
Colleges, schools
Real estate offices
Sand and gravel facilities
Produce stands
Nurseries
Grocery stores
Restaurants
Lounges and/or bars
Adult establishments *(adult book, video, and/or novelty stores, night clubs, massage parlors, etc.)*

Any businesses not falling into the above described categories must be referred to the State Traffic Engineer for review and approval.

SEASONAL CAMPING AND ATTRACTIONS SERVICES

Any qualifying camping or attraction service that is only open seasonally is still required to pay the standard annual rental fees. No proration of fees will apply. Seasonal attractions must have their business panels removed or masked during their "off" season. There is **no** charge to the business for this service. During its normal operating season, the business must meet all the eligibility criteria described in the administrative code.

As an alternate to masking or removing a business panel for a seasonal attraction during their "off" season, a business Logo panel may include the months of open operation. The letter size must meet the minimum criteria specified for mainline and ramp business panels (see Appendix C). **Note: If the business is open from June 15th through September 8th, the business panel cannot show June-Sept. The business must be open for the entire month period, not a portion of a month, before it would be acceptable to show the month on the business panel.**

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APPEALS PROCESS

INTRODUCTION

An existing participant or a potential participant who disagrees with a decision made by the NCDOT may appeal that decision. *See 19A NCAC 02E.0223 APPEAL OF DECISION OF DIVISION ENGINEER TO SECRETARY at the end of this chapter.*

First, if an existing participant or a potential participant disagrees with a decision made by the Division Logo Coordinator, he/she should submit a written appeal (sent by **certified** mail, *return receipt requested*) to the appropriate Division Engineer including all the pertinent facts. If the Division Engineer's decision is not acceptable, an existing participant or potential participant may continue the appeals process. Below are the steps that must take place when this occurs:

SPECIFIC STEPS

1. If the Division Logo Coordinator has been delegated the authority to respond for the Division Engineer in all logo correspondence including controversial matters, go to step 5. Otherwise, go to step 2.

2. The Division Logo Coordinator denies the business's request for participation in the program or terminates the business owner's contract and removes the business panels. Reasons for the denial must be clearly stated in writing to the business owner. Reasons for removal from the program must be sent via **certified** mail for the panel removal and contract termination.

3. The business owner notifies the Division Logo Coordinator that they are appealing the decision of the Division Logo Coordinator to the Division Engineer.

4. The business owner requests that the Division Engineer reconsider the decision by the Division Logo Coordinator. The Division Engineer will review the appeal and consider all information available.

5. The Division Engineer notifies the business owner of his decision in writing after consideration of all information available. (Often the Division Logo Coordinator and the Division Traffic Engineer prepare the response for the Division Engineer. The State Logo Coordinator and Signing Programs Engineer are available for consultation if needed.) The response letter must include a copy of section 19A NCAC 02E.0223 APPEAL OF DECISION OF DIVISION ENGINEER TO SECRETARY that states the steps that the business owner must follow for their appeal.

6. The existing or potential participant notifies Division Engineer within 10 days of receipt of Division Engineer's decision that he/she is appealing the decision **by certified mail,** *return receipt requested.*

7. The Division Engineer forwards the notification to the Secretary of Transportation and the State Traffic Engineer (Signing Section).

8. The business owner submits a written appeal, including all pertinent facts, directly to the Secretary of Transportation, North Carolina Department of Transportation, 1501 Mail Service Center, Raleigh, North Carolina 27699-1501, within 20 days of when the appeal notification was sent to the Division Engineer.

9. The Division Logo Coordinator briefs the Signing Section on the appeal and provides them with a copy of all previous correspondence with the business owner and any pertinent documentation such as survey work, etc., concerning the location in question. The Signing Section carefully reviews the information provided from the Division along with the rules and guidelines for the program.

10. The Secretary sends the letter from the business owner to the State Traffic Engineer for response. The State Traffic Engineer drafts a response to the business owner for the Secretary's signature based on a careful review of facts available. In general, the official response from the Department is made within 30 days of receipt of the written appeal. *(Additional time may be needed for the review process. The State Traffic Engineer via the Secretary of Transportation will notify the business owner in writing if a time extension is needed for the response).*

11. The Secretary of Transportation will send the existing or potential participant a final, written decision by **certified mail,** *return receipt requested* based on the findings of fact and conclusions from the review process.

12. **The Secretary of Transportation's decision is not subject to appeal.**

19A NCAC 02E.0223
APPEAL OF DECISION OF DIVISION ENGINEER TO SECRETARY

(a) Any business which applies to participate in the program and is refused or any business participating in the program which has its contract terminated, signs removed or believes that the program is otherwise not being administered in accord with these Rules may appeal the decision of the Division Engineer to the Secretary. The decision of the Secretary is final.

(b) The business which decides to appeal a decision of the Division Engineer shall so notify the appropriate engineer of his decision to appeal by certified mail, return receipt requested, within 10 days of the receipt of notice of the decision of the Engineer. The Division Engineer shall then forward the notice given to him by the business to the Secretary.

(c) Within 20 days from the time of submitting his notice of appeal to the Division Engineer, the business shall submit to the Secretary a written appeal setting forth with particularity the facts upon which its appeal is based.

(d) Within 30 days from the receipt of the said written appeal or within such additional time as may be agreed to between the Secretary and the business, the Secretary shall make an investigation of the said appeal. The Secretary shall then make appropriate findings of fact and conclusions pertaining to the appeal on behalf of the Department of Transportation and the findings and conclusion shall be served upon the business seeking the review by certified mail, return receipt requested.

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f);
23 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. October 1, 1993.

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BUSINESS ISSUES

BUSINESS FAILURE TO PAY FEES

Per the terms of the Logo agreement, the participant agrees to pay its invoice to the NCDOT within 30 days of receipt. If payment is not made within this specified time period, Accounts Receivable will notify the participant in writing by **certified** mail, *return receipt requested*, reminding the participant that payment is due. The letter states that if payment is not received within 30 days, the business (Logo) panels shall be removed and the agreement will be terminated. In addition, the letter will state that the business owner has 30 days to retrieve his/her business panel(s) after removal. After 30 days, the business panel(s) shall become the property of the NCDOT and disposed of as the NCDOT determines.

After the 30 day time period for payment, Fiscal will notify the Logo Coordinator via email that payment has not been received and the Logo Coordinator must have the Logo panels removed from the Logo sign. The panels must be removed as soon as possible, preferably within two weeks after the notification. If at this time the Department receives a check that is returned or marked insufficient funds, Fiscal will notify the Logo Coordinator that payment has not been received and the Logo business panels must be removed as stated above. **No partial payment of fees will be accepted by the Department.** Any partial payment sent to Fiscal or the Division office must be returned immediately via certified mail to the business with copy of their agreement highlighting this language or a letter stating this.

REMOVAL OF BUSINESS PANELS

The NCDOT is required to remove business (Logo) panel(s) and terminate the Logo agreement when the business owner fails to pay appropriate fees and/or the business violates any provision of the current rules, their agreement, or any of the guidelines for the Specific Service (Logo) Signing Program. It is essential for Logo Coordinators to take immediate action when invoices are not paid when due or a business refuses to come in compliance of the rules of the program in order to maintain the integrity of the program and to make sure that all participants are treated fairly.

When business panels are removed, they shall be taken to the Division Logo Coordinator's office of the Division in which the business is located. If the business owner does not pick up their panels within the previously specified 30 day time frame, the business panel(s) shall become the property of the NCDOT and disposed of as the NCDOT determines.

In many cases where the Logo panels are removed for nonpayment, the business will contact the Coordinator and request that the signs be reinstalled. The business is required to pay back fees owed up to their anniversary date. No proration of fees is allowed for the time period that the business panels are removed from the sign. If this is a first time late payment, the Logo Coordinator should try to work with the business and

have their business panels installed within 60 days. If the business is late with their payment again, the Logo Coordinator must inform the business that they must wait six months before they are allowed to participate in the program (see language in the latest version of the Logo agreement). If the business is late with the payment again (third late payment) at their next billing, the Logo Coordinator shall tell the business that they can no longer participate in the Logo Program for two years even if a new owner takes over the business.

SAP: The contract end and dismantle dates must be entered into VA42 in SAP to complete the cancellation of the contract. Otherwise, the contract will still show as active and the customer will be billed on its next anniversary billing. The contract end and dismantle dates must be the date the business panels are removed from the Logo sign. Notes must be made in SAP if the business has been removed for nonpayment. The text notes should include pertinent information such as how much money was past due, the date that the business is eligible to reapply for the program, and a statement that the business was removed from the program for nonpayment for the first or second or third time and is not eligible for re-application until XX-XX-20XX (date).

If the Logo Coordinator is notified that a new owner/operator has taken over the business, then the Logo Coordinator will need to ask the new owner to complete a transfer of ownership form. [*See also TRANSFER OF OWNERSHIP (TEB-223B) section below.]* The new owner is still responsible for payment of past due fees. If a transfer of ownership form is not completed within 30 days of the change of ownership, the Department should send the new owner a new agreement for execution.

The business is responsible for notifying the Department in writing if they no longer wish to participate in the program. Failure to notify the Department in writing does not release the business from paying fees for the time period the business panels have been installed on the Logo signs.

BUSINESS IN BANKRUPTCY

According to the Attorney General's office, the Department cannot expect back payment of fees for a business that is in bankruptcy. We can ask for payment; however, if the Buyer notifies the Department that he is not responsible for the past due fees, then the Department cannot collect them. The Logo Coordinator should request written documentation that the business is in bankruptcy and the type of bankruptcy that has been filed. Depending upon the type of bankruptcy filed, in some cases the businesses will not be responsible for making payment to the Department for the rental of their space on the Logo sign(s). This documentation should be forwarded for review to the State Logo Engineer with a cc to the Signing Programs Engineer.

With Chapter 11 bankruptcy, a court allows the business to reorganize and may also grant complete or partial relief from debts and contract commitments. With Chapter 7 bankruptcy, the business is liquidated to pay off debts, but instead of making full payment on a debt or obligation, only a portion of the payment may be received.

Therefore, bankruptcy issues will be reviewed on a case by case basis with the Signing Section with input from the Attorney General's office if necessary. Any bankruptcy documentation should be forwarded to the Signing Section review and also to Accounts Receivable for scanning into the Logo electronic records for the business.

If the business fails to provide this documentation, then the business must be notified by **certified** mail, *return receipt requested*, that their signs will be removed. The process for Removal of Business Panels as described above applies.

For businesses not in bankruptcy, the Department can expect and has a legal basis to collect past due fees from the Buyer.

BUSINESS FRANCHISES

If a business franchise is removed from the program for non-payment and later requests participation in the program, as standard operating procedure the Logo Coordinator will request payment of past due fees. If the business informs them that they have no affiliation with the previous franchise/owner and are not responsible for the past due fees, the Logo Coordinator must request this statement in writing and then forward this information to the State Logo Engineer. The Logo Coordinator should inform the franchise owner that his situation is under review and it may take approximately 30 days before a determination can be made. These situations must be reviewed on a case by case basis as they arise.

BUSINESS IN NON-COMPLIANCE

When it comes to the attention of the NCDOT that a participating business is not in compliance with the minimum state criteria by visual observation or if reported by another business, the Division Logo Coordinator shall promptly verify the information. If the business fails to meet any of the Logo program requirements, the Logo Coordinator shall inform the business in writing by **certified** mail *(return receipt requested)* that it has 30 days to correct any deficiencies or its business panel(s) shall be removed as described in the process for the Removal of Business Panels. The correspondence should clearly state the deficiency the business must correct to remain in the program.

If the business panels are removed and the business owner applies for reinstatement at a later date, this request shall be handled in the same manner as a request from a new applicant. When a participating business is determined not to be in compliance with the minimum state criteria for a second time within two years of the first determination of non-compliance, its business panel(s) shall be permanently removed. A note stating this must be entered into the SAP records.

BUSINESS FAILURE TO SUPPLY BUSINESS PANELS

The business is responsible for supplying the business panels to the Department as requested for new installation or because the panels are, in the opinion of the Department,

in need of replacement to meet new specifications or because they are dilapidated. Displayed business panels that, in the opinion of the NCDOT, are unsightly, badly faded, or in a state of dilapidation should be replaced immediately.

The Logo Coordinator should notify the business in writing by **certified** mail, *return receipt requested*, that their panels have not been received as required or that their panels need replacement because of new specifications or their panels are in poor condition. The Coordinator must request that the business owner furnish a replacement business panel at no cost to the NCDOT within 30 to 60 days or their contract will be terminated and panels removed.

If the business panels are not received in the time frame requested, the Logo Coordinator shall terminate the Logo agreement with the business owner. No refunds will be made. The process for Removal of Business Panels must be followed.

BUSINESS UNDER CONSTRUCTION

An individual business under construction may apply to participate in the program by giving written assurance of the business's conformity with all applicable laws and requirements for that type of service, by a specified date of opening to be **within 60 days** of the date of application. No business panel shall be displayed for a business that is not open for business and in full compliance with the standards required by the program.

A business under construction shall not be allowed to apply for participation in the program if its participation would prevent an existing open business from participating, unless the existing same service business qualifies for or has a provisional agreement. *For example, assume that the Logo sign is full for a particular service at an urban or rural interchange where there are no qualifying food services within one mile (urban) or three miles (rural) of the interchange, but there are existing food services located two miles (urban) or four miles (rural) from the interchange. A standard agreement could be prepared for a food service under construction that is located within the one-mile (urban) or three-mile (rural) limit since the existing food service either has or qualifies for a provisional agreement.* ***Since the program is now first come, first-served, regardless of distance, the last business to sign a provisional agreement would be the first business removed from the Logo sign.*** Thirty days prior to the end of the billing cycle, the Department should notify the business with a provisional agreement in writing by **certified** mail, *return receipt requested*, that their agreement will not be renewed and that their business panel will be removed at the end of their contract period, normally the anniversary date of their sign installations.

BUSINESS CLOSED FOR RENOVATION

A business closed for reconstruction or renovation, or for restoration of damages caused by fire or storm shall notify the Division Engineer's office immediately upon its temporary closing. The business shall be granted one year to complete the construction, renovation, or restoration, provided all Logo fees are maintained and the same type of

qualifying service is provided after reopening, even if under a different business name. The business panels shall be removed or covered from the service signs and stored by the NCDOT until notice of reopening is received. The business panels should be re-installed or uncovered as soon as possible after notification within a 30 day time period. No reimbursement of fees will be made to the business during the closed time period.

Ideally, the business's panels should be reerected within two weeks of the business opening. However, at the time specified for opening or reopening, if a business under construction or reconstruction, renovation, or restoration is found to not be in compliance, or not open for business, the Division Engineer shall promptly verify the information. If a breach of agreement is ascertained, the Division Logo Coordinator shall inform the business in writing by **certified** mail *return receipt requested,* that it has 30 days to correct any deficiencies or its business panel(s) shall not be erected and are available for pick up at the Division Logo Coordinator's office. If the business owner applies for reinstatement at a later date, this request shall be handled in the same manner as a request from a new applicant.

BUSINESS CLOSED/OUT OF BUSINESS

Occasionally a business that is not participating in the Logo Program will contact the Logo Coordinator and inform them that a business that is on the Logo board is no longer in business and request the spot on the board. Before a new business can be accepted into the program, the Logo Coordinator must investigate and determine whether or not a business is actually out of business or just closed for renovation. The coordinator should inform the potential applicant of the investigation that must take place to make this determination and that they will contact them back with the result. In general, the site visit must be conducted within 5-7 workdays. Obviously, the quicker the better for this process to be resolved since other businesses may begin requesting the position.

As part of the business closure formal investigation, the Logo Coordinator must attempt to contact the business and request notification in writing from the business owner that they are closed. If the Coordinator is unable to contact the owner over the phone, he/she should next attempt to contact the owner in writing via **certified mail**, *return receipt requested,* requiring that the business owner contact the Coordinator within 7 working days or their agreement with the Department will be terminated if a site visit determines that the business is no longer open for business. The site visit should be made while waiting on response from the owner. A site visit may determine that the business is just closed for renovation. As stated in the section above, the Department does allow a business that is under renovation to keep their spot on the board as long as they pay their fees and continue to meet the program's requirements.

Depending upon the situation, following are the steps that must be taken:

a) If the coordinator does determine that the business is undergoing renovation, he should contact the business that notified him of the business closure and explain that the business has not closed, but is undergoing renovation and has a year to complete their renovation while keeping their spot on the program or

b) If the coordinator does determine that the business is closed by visual observation (notice on the building is posted of the business closure) or by confirmation in writing from the business owner or by failure of by the business to respond to the certified letter, a new business may be accepted on the program. The business that notified the Department shall then be notified of the results and informed that a written request from them is required. (Historically, the Department had required removal of the panels from the Logo signs prior to accepting a new business on the program. This process required that the business check the Logo sign every day for up to 30 days to determine when a closed business had their panels removed from the sign. In an effort to be more responsive to customers, the Department will now accept a business owner's written request for participation in the program once the closure of the business has been verified.) If possible, the business panels for the new business could be installed at the same time the business's panels are removed or

c) If the Logo Coordinator determines that the business owner has sold his business to another owner, the Logo Coordinator should notify the owner in writing by **certified mail**, *return receipt requested*, that a Transfer of Ownership form (TEB-223B) must be completed within 30 days of the business transfer (see below). (The Coordinator may inform the business over the phone also, but it must be followed up in writing.) Immediately after this notification, the business that notified the Department of the closure must be informed that a transfer of business ownership has taken place and there is not currently a vacancy on the Logo board.

Occasionally, Fiscal is notified that the business is closed when requesting payment from the business owner. The Logo Accountant should request written notice via fax, email, or letter from the business of the closing. Fiscal will notify the Coordinator via email that the business is closed. Immediately after receiving this notification, the Logo Coordinator must accept a request from a new business (based on first-come, first-served based on the date and time of the written request) for the program while initiating removal of the old business's panels from the program.

TERMINATION OF LOGO AGREEMENT

In addition to the cases mentioned above, the Department reserves the right to terminate the agreement at any time with a 30-day notice to the business owner. The Department rarely exercises this right, but occasionally must do so. For instance, under a construction project, a new interchange is built close to an existing interchange such that there is very limited spacing for signs. Since Logo signs are considered *supplemental* guide signs, directional guide signs and/or safety-related signs would take precedent over the Logo signs. Per the terms of the Logo agreement, "it is further understood that the DEPARTMENT reserves the right to terminate this program or agreement or any portion thereof by furnishing the BUSINESS written notice of such intent not less than 30 calendar days prior thereto".

Occasionally, a business that was entitled to participate in the program with a provisional agreement will no longer qualify for the program. If a GAS, FOOD or LODGING business that is located in an area that was classified as a rural interchange (rural incorporated area or within the corporate city limits of a city or

town with a population of less than 40,000) becomes reclassified as urban interchange, then the Department may terminate the agreement if certain conditions prevail.

For example, an unincorporated interchange is annexed into the corporate city limits of a city with a population of greater than 40,000. If there are other fully qualifying GAS, FOOD, or LODGING businesses within the one mile radius from the interchange, the business may no longer qualify for the program if it is located 2.8 miles from the interchange because of the mileage requirement for an urban interchange. "The maximum distance that a 'GAS', 'FOOD', or 'LODGING' service may be located from the fully controlled access highway shall not exceed three miles at rural interchange approaches and one mile at urban interchange approaches." For further reference, see the Logo Rules in Appendix B, 19A NCAC 02E.0219 Eligibility for Program section (4). In this instance, the Logo agreement with the business may be terminated.

The business could remain in the program; however, if there were no other fully qualifying businesses within a one-mile radius of the interchange.

TRANSFER OF OWNERSHIP (FORM TEB-223B)

Per the terms of the Logo agreement, the transfer of ownership of a business for which an agreement has been lawfully executed with the original owner shall not in any way affect the validity of the agreement for the business panel(s) of the business, provided that the appropriate division engineer is given notice in writing of the transfer of ownership within 30 days of the actual transfer. A transfer of ownership form (see Appendix D) must be completed by both parties and submitted to the appropriate Logo Coordinator. A new agreement is then required from the new owner, unless the Logo Coordinator determines that the wording in the original agreement is exactly the same as the current Logo agreement.

One of the requirements included in the transfer of ownership form states that the Buyer shall pay any monies past due under the terms of the Seller's existing agreement with the Department. Prior to the execution of the new agreement by the Department or acceptance of the change of ownership form, all past due monies shall be collected by the Logo Coordinator (or verified that they have been collected by Fiscal).

A new contract is always required in SAP with the new business owner. It is created with reference to the previous agreement/owner. Also, all billing records should be immediately updated with the new owner's name and address.

If, at the annual contract renewal date, a business provides the Accounts Receivable with a check with a name and address indicating that a change of ownership for the business may have taken place and it does not appear to be an advertising agency making payment for the business, then the owner of the business (as indicated on the agreement) must be contacted by the Logo Coordinator or Accounts Receivable to

confirm he/she is still the current owner prior to acceptance of the check by the Department. If Fiscal receives the check, they must contact the Logo Coordinator via email that an investigation of ownership is necessary and that a Transfer of Ownership form should be completed.

If the Logo Coordinator or Fiscal Logo Accountant discovers that the business has been sold, then prior to processing the check, the Logo Accountant must notify the Logo Coordinator via email about the change of ownership and request that the necessary paperwork be completed. The Logo Coordinator must attempt to contact the new owner and provide him with information about the transfer of ownership process if the Logo Accountant provided him with this information. Then, the new owner (Buyer) should be sent a certified letter that includes the transfer of ownership form and new agreement (if necessary). The letter shall state that the seller/buyer has 30 days to execute the transfer of ownership form or the panels will be removed.

After the 30 day time period, if the Transfer of Ownership form and signed agreement (if necessary) have not been received, the Logo Coordinator must remove the panels from the Logo signs and the position may be offered to the next qualifying business that contacts the Department in writing. The Department is under no obligation to hold the spot on the Logo sign for the new owner since we do not have a valid agreement with the owner and were not notified in writing of the change in ownership as is required by the Logo agreement.

If the invoice sent from Fiscal was returned as undeliverable, the Logo Coordinator should be emailed and requested to determine the status of the business. The Logo Coordinator may contact the old owner to determine whom the business was sold to and attempt to get the new owner's name and address; however, this is not required. If attempts to contact the new/old business owners via certified mail from the Department are returned as undeliverable, and the address is verified as correct by our records or physical location of the business, then the Department must proceed with panel removals once the 30 days has expired (as required by the agreement).

REFUNDS TO BUSINESSES

Occasionally, the Department may owe a refund to a business. Refunds are possibly due to the business when:

- the Department inadvertently bills the business incorrectly such as invoicing a business twice for the same location (duplication of a billing for a Logo customer) and the business pays NCDOT for both invoices (customer doubles his payment),
- overpayment is received from a business,
- the business pays for signs that are not installed,
- the Department has a construction project or other need for the designated Logo sign space such as for the installation of a required directional, guide or safety sign(s) that requires the **permanent removal of the Logo sign** and subsequently a business's Logo panel or panels,

- the Logo signs/panels are removed six (6) months or more before the end of the billing cycle for the business. (The Division Logo Coordinator should consult with the Signing Section and Accounts Receivable on a case by case basis as these situations occur.)
- a construction project is unable to maintain the business's Logo panels during construction for a period of six (6) month or more. The Department will not refund the business unless the signs have been removed for more than six (6) months. The Contractor on a construction project is required to maintain Logo signing if at all possible, even if it requires the Logo signs to be placed on temporary supports.
- a Logo sign/panel(s) is damaged by vehicular accident and the sign/panels are down for **more than** six (6) months. These will be reviewed on a case by case basis as they occur.

Refunds will not be made when:

- the business decides to drop its participation in the program because of closing or bankruptcy during the middle of a billing cycle, the Department is not required to refund the business.
- a business does not provide written notification of termination of their contract with the Department at the end of the billing cycle. The business should send written notification to the Division Logo Coordinator and Fiscal if they do not wish to renew their contract when they are invoiced prior to their anniversary date. The business should verify that the Department has received notice of termination the Logo contract.
- the business fails to maintain the eligibility requirements of the program.
- the business decides it is no longer interested in participating in the program for any reason.
- a Logo sign/panel(s) is damaged by vehicular accident and the signs are down for less than six (6) months.

No refunds shall be made to advertising agencies. Refund checks shall only be issued to the business owner as listed on the Agreement and/or latest Transfer of Ownership form.

ADVERTISING AGENCIES

Although we do not allow an advertising agency to sign for the owner of a business, checks received from ad agencies are acceptable. In this case, Accounts Receivable (AR) shall require that the ad agency provide them with a delegation of authority letter from the business owner with the ad agency that allows the ad agency to make payments for the business. The delegation of authority letter shall be available for viewing on SAP and handled by AR.

The current standard and provisional Logo agreements state that "It is understood that the Department will only correspond with and invoice the business owner. Coordination of payments to be made by other parties, such as advertising agents, is the sole responsibility of the business owner." In cases where delegation of authority has

been transmitted, it is acceptable to respond to questions from advertising agencies though regarding billing issues.

CONTROVERSIAL ISSUES

Any potential issue with a business that the Division Logo Coordinator feels is out of the ordinary or could be considered controversial should be referred to the State Logo Engineer (with a cc to the Signing Programs Engineer) for consideration and discussion along with notifying the appropriate Division personnel of any controversial issue. The State Logo Engineer or the Signing Programs Engineer will elevate the issue as necessary to the appropriate personnel in Traffic Engineering or involve the Attorney General's office or Fiscal as necessary for resolution. The Department has a responsibility to treat the Logo business owners with fairness and consistency.

APPENDIX A

General Statutes Affecting the Logo Program

- GS # 136-89.56 (Commercial Enterprises)
- GS # 136-30 (Uniform Signs and Other Traffic Control Devices on Highways, Streets, and Public Vehicular Areas)
- GS # 136-132 (Illegal Advertising)

APPENDIX A – GENERAL STATUTES AFFECTING THE LOGO PROGRAM

History Note: During the 2003-04 Legislative Session, Senate Bill 38 *(Short title; DOT Safety and LOGO Signs)* was ratified and approved *(June 12, 2003)* authorizing certain revisions to streamline the LOGO Signing Program. These revisions included changing the requirements, simplifying the fee structure, and adding ATTRACTIONS as a service type. Requests for these revisions originated from private citizens, current participants, and members of the North Carolina General Assembly. In addition, Section three of Senate Bill 38 directed the Department of Transportation to submit proposed temporary rules concerning LOGO signs for publication in the North Carolina Register *(The rules were published in the North Carolina Register, Volume 18, Issue 3, pages 198-204, August 1, 2003).* A public hearing regarding the temporary rules was held on August 5, 2003 in the Transportation Building located at 1 South Wilmington Street, Raleigh.

Following is General Statute # 136-89.56 as revised:

GS # 136-89.56 (Commercial enterprises)
No commercial enterprises or activities shall be authorized or conducted by the Department of Transportation, or the governing body of any city or town, within or on the property acquired for or designated as a controlled-access facility, as defined in this Article, except for:

1) Materials displayed at welcome centers which shall be directly related to travel, accommodations, tourist-related activities, tourist-related services, and attractions. The Department of Transportation shall issue rules regulating the display of these materials. These materials may contain advertisements for real estate; and
2) Vending machines permitted by the Department of Transportation and placed by the Division of Services for the Blind, Department of Health and Human Services, as the State licensing agency designated pursuant to Section 2(a)(5) of the Randolph-Sheppard Act (20 USC 107a(a)(5)). The Department of Transportation shall regulate the placing of the vending machines in highway rest areas and shall regulate the articles to be dispensed. In order to permit the establishment of adequate fuel and other service facilities by private owners or their lessees for the users of a controlled-access facility, the Department of Transportation shall permit access to service or frontage roads within the publicly owned right-of-way of any controlled-access facility established or designated as provided in this Article, at points which, in the opinion of the Department of Transportation, will best serve the public interest. The location of such fuel and other service facilities may be indicated to the users of the controlled-access facilities by appropriate signs, the size, style, and specifications of which shall be determined by the Department of Transportation.

The location of fuel, gas, food, lodging, camping, and attraction facilities may be indicated to the users of the controlled-access facilities by appropriate logos placed on

signs owned, controlled, and erected by the Department of Transportation. The owners, operators or lessees of fuel, gas, food, lodging, camping, and attraction facilities who wish to place a logo identifying their business or service on a sign shall furnish a logo meeting the size, style and specifications determined by the Department of Transportation and shall pay the Department for the costs of initial installation and subsequent maintenance. The fees for logo sign installation and maintenance shall be set by the Board of Transportation based on cost.

Below is the general statute that gives the Department authority for controlling highway signing on the State highway system:

GS # 136-30. (Uniform Signs and Other Traffic Control Devices on Highways, Streets, and Public Vehicular Areas.)

(a) State Highway System. - The Department of Transportation may number and mark highways in the State highway system. All traffic signs and other traffic control devices placed on a highway in the State highway system must conform to the Uniform Manual. The Department of Transportation shall have the power to control all signs within the right-of-way of highways in the State highway system. The Department of Transportation may erect signs directing persons to roads and places of importance.

(b) Municipal Street System. - All traffic signs and other traffic control devices placed on a municipal street system street must conform to the appearance criteria of the Uniform Manual. All traffic control devices placed on a highway that is within the corporate limits of a municipality but is part of the State highway system must be approved by the Department of Transportation.

(c) Public Vehicular Areas. - Except as provided in this subsection, all traffic signs and other traffic control devices placed on a public vehicular area, as defined in G.S. 20-4.01, must conform to the Uniform Manual. The owner of private property that contains a public vehicular area may place on the property a traffic control device, other than a sign designating a parking space for handicapped persons, as defined in G.S. 20-37.5, that differs in material from the uniform device but does not differ in shape, size, color, or any other way from the uniform device. The owner of private property that contains a public vehicular area may place on the property a sign designating a parking space for handicapped persons that differs in material and color from the uniform sign but does not differ in shape, size, or any other way from the uniform device.

(d) Definition. - As used in this section, the term "Uniform Manual" means the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation, and any supplement to that Manual adopted by the North Carolina Department of Transportation.

(e) Exception for Public Airport Traffic Signs. – Publicly owned airports, as defined in Chapter 63 of the General Statutes, shall be exempt from the requirements of subsections (b) and (c) of this section with respect to informational and directional signs, but not with respect to regulatory traffic signs. (1921, c. 2, ss. 9(a), 9(b); C.S., ss. 3846(q), 3846(r); 1927, c. 148, s. 54; 1933, c. 172, s. 17; 1957, c. 65, s. 11; 1973, c. 507, s. 5; 1977, c. 464, s. 7.1; 1991, c. 530, s. 1; 1991 (Reg. Sess., 1992), c. 818, s. 2; 1993, c. 51.)

APPENDIX A – GENERAL STATUTES AFFECTING THE LOGO PROGRAM

Below is the statute that gives the Department the authority to remove illegal outdoor advertising signs.

GS # 136-134. Illegal advertising.

Any outdoor advertising erected or maintained adjacent to the right-of-way of the interstate or primary highway system after the effective date of this Article as determined by G.S. 136-140, in violation of the provisions of this Article or rules adopted by the Department of Transportation, or any outdoor advertising maintained without a permit regardless of the date of erection shall be illegal and shall constitute a nuisance. The Department of Transportation or its agents shall give 30 days' notice to the owner of the illegal outdoor advertising with the exception of the owner of unlawful portable outdoor advertising for which the Department of Transportation shall give five days' notice, if such owner is known or can by reasonable diligence be ascertained, to remove the outdoor advertising or to make it conform to the provisions of this Article or rules adopted by the Department of Transportation hereunder. The Department of Transportation or its agents shall have the right to remove the illegal outdoor advertising at the expense of the owner if the owner fails to remove the outdoor advertising or to make it conform to the provisions of this Article or rules issued by the Department of Transportation within 30 days after receipt of such notice or five days for owners of portable outdoor advertising. The Department of Transportation or its agents may enter upon private property for the purpose of removing the outdoor advertising prohibited by this Article or rules adopted by the Department of Transportation hereunder without civil or criminal liability. The costs of removing the outdoor advertising, whether by the Department of Transportation or its agents, shall be assessed against the owner of the illegal outdoor advertising by the Department of Transportation. Any person aggrieved by the decision declaring the outdoor advertising structure illegal shall be granted the right to appeal the decision in accordance with the terms of the rules and regulations enacted by the Department of Transportation pursuant to this Article to the Secretary of Transportation who shall make the final decision on the agency appeal. (1967, c. 1248, s. 9; 1973, c. 507, s. 5; 1975, c. 568, s. 12; 1977, c. 464, ss. 7.1, 32; 1999-404, s. 2.)

APPENDIX B

North Carolina Administrative Code

- Specific Service Signing (Logo) Program
- General Motorist Services Signs

19A NCAC 02E .0216 SPECIFIC SERVICE SIGNING (LOGO) PROGRAM

The Specific Service Signing Program, hereinafter "Program", provides eligible businesses with the opportunity to be listed on official signs within the right-of-way of fully controlled access highways. The Traffic Engineering and Safety Systems Branch is responsible for administering the program and receiving requests for information concerning the Program. Requests for information may be directed to the State Traffic Engineer, Division of Highways, Department of Transportation, 1561 Mail Service Center, Raleigh, NC 27699-1561. Division Engineers, for the division in which the interchange is located, are responsible for receiving and distributing applications and copies of policies and procedures, executing agreements and administering the agreements.

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f); 23 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. April 1, 1994; October 1, 1993; October 1, 1991;
Temporary Amendment Eff. October 13, 2003;
Amended Eff. January 1, 2004.

19A NCAC 02E .0217 SPECIFIC INFORMATION PROGRAM DEFINITIONS

19A NCAC 02E .0218 LOCATION OF PANELS

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f); 24 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. August 1, 1998; September 1, 1984; April 1, 1994; October 1, 1993; October 1, 1991; April 1, 1986; November 1, 1985;
Temporary Repeal Eff. October 13, 2003;
Repealed Eff. January 1, 2004.

19A NCAC 02E .0219 ELIGIBILITY FOR PROGRAM

Businesses may participate in the program provided said businesses comply with the following criteria:

(1) The individual business installation whose name, symbol or trademark appears on a business panel shall give written assurance of the business's conformity with all applicable laws concerning the provision of public accommodations without regard to race, religion, color, sex, age, disability, or national origin.

(2) An individual business, under construction, may apply to participate in the program by giving written assurance of the business's conformity with all applicable laws and requirements for that type of service, by a specified date of opening to be within 60 days of the date of application. No business panel shall be displayed for a business which is not open for business and in full compliance with the standards required by the program. A business under construction shall not be allowed to apply for

participation in the program if its participation would prevent an existing open business from participating, unless the existing business qualifies for or has a provisional contract.

(3) Businesses may apply for participation in the program on a first-come, first-served basis until the maximum number of panels on the logo sign for that service is reached. If a business's panel is removed and space is available on the sign, or one or more of the existing businesses have provisional contracts, the first fully qualifying business to contact the Department shall be allowed priority for the vacant space or the space occupied by a business with a provisional contract.

(4) The maximum distance that a "GAS", "FOOD", or "LODGING" service may be located from the fully controlled access highway shall not exceed three miles at rural interchange approaches and one mile at urban interchange approaches in either direction via an all-weather road. Where no qualifying services exist within three miles (rural) or one mile (urban), provisional contracts are permitted where the maximum distance may be increased to six miles at rural interchange approaches and three miles at urban interchange approaches, provided the total travel distance to the business and return to the interchange does not exceed twelve miles. A rural interchange is defined as an interchange along a freeway (interstate or other fully-controlled access arterial highway) that is located either in a rural unincorporated area or within the corporate limits of a city or town with a population of less than 40,000. An urban interchange is defined as an interchange along a freeway (interstate or other fully-controlled access arterial highway) that is located either in or within one mile of the corporate limits of a city or town with a population equal to or greater than 40,000. Provisional contracts shall be written with the understanding that if a closer business applies, qualifies, and is within the three miles (rural) or one mile (urban) distance as applicable, and there is not otherwise room on the sign for the new business, then the provisional contract of the furthest business from the intersection shall be cancelled and the business panels shall be removed at the annual contract renewal date. The maximum distance for a "CAMPING" or "ATTRACTION" service shall not exceed 15 miles in either direction via an all-weather road.

(5) "GAS" and associated services. Criteria for erection of a business panel on a sign shall include:

(a) licensing as required by law;

(b) vehicle services for fuel (gas, diesel, or alternative fuels), motor oil, and water;

(c) on premise public restroom facilities;

(d) an on premise attendant to collect monies, make change, and make or arrange for tire repairs;

(e) year-round operation at least 16 continuous hours per day, seven days a week; and

(f) on premise telephone available for emergency use by the public.

(6) "FOOD" service. Criteria for erection of a business panel on a sign shall include:
- (a) licensing as required by law, and a permit to operate by the health department;
- (b) businesses shall operate year-round at least eight continuous hours per day six days per week;
- (c) indoor seating for at least 20 persons;
- (d) on premise public restroom facilities; and
- (e) on premise telephone available for emergency use by the public.

(7) "LODGING" service. Criteria for erection of a business panel on a sign shall include:
- (a) licensing as required by law, and a permit to operate by the health department;
- (b) overnight sleeping accommodations consisting of a minimum of 10 units each, including bathroom and sleeping room, except a Lodging business operating as a "Bed and Breakfast" establishment with less than 10 units may participate. "Bed and Breakfast" businesses shall be identified on the Logo signs by a standard message specified by the Department. "Bed and Breakfast" businesses shall only be allowed to participate in the program if the maximum number of qualified Lodging businesses do not request participation in the program and occupy spaces on the Logo signs. All "Bed and Breakfast" businesses shall have provisional contracts;
- (c) adequate parking accommodations;
- (d) year-round operation; and
- (e) on premise telephone available for emergency use by the public.

(8) "CAMPING" service. Criteria for erection of a business panel on a sign shall include:
- (a) licensing as required by law, including meeting all state and county health and sanitation codes and having water and sewer systems which have been duly inspected and approved by the local health authority (the operator shall present evidence of such inspection and approval);
- (b) at least 10 campsites with accommodations (including on premise public restroom facilities in a permanent structure) for all types of travel-trailers, tents and camping vehicles;
- (c) adequate parking accommodations;
- (d) continuous operation, seven days a week during business season;
- (e) removal or masking of said business panel by the department during off seasons, if operated on a seasonal basis; and
- (f) on premise telephone available for emergency use by the public.

(9) "ATTRACTION" service. Criteria for erection of a business panel on a sign for any business or establishment shall include:
- (a) licensing as required by law;
- (b) on premise public restroom facilities in a permanent structure;

(c) continuously open to the motoring public without appointment at least eight hours per day, five days per week during its normal operating season or the normal operating season for the type of business;

(d) adequate parking accommodations;

(e) on premise telephone available for emergency use by the public; and

(f) only facilities whose primary purpose is providing amusement, historical, cultural, or leisure activities to the public and are categorized as follows shall be allowed signing:

(i) Amusement Parks: Permanent areas open to the general public including at least three of the following activities: roller coasters, entertainment rides, games, swimming, concerts, and exhibitions;

(ii) Cultural Centers or Facilities: Locations for cultural events including museums, outdoor theaters, or a facility that exhibits or sells antiques or items painted or crafted by local artists;

(iii) Historic Sites: Buildings, structures, or areas listed on the national or state historic register and recognized by the Department as historic attractions or locations;

(iv) Leisure or Recreation Activity Areas: Attractions that provide tourists with opportunities such as golfing (excluding miniature golf, driving ranges, chip and putt areas, and indoor golf), horseback riding, wind surfing, skiing, bicycling, boating, fishing, picnicking, hiking, and rafting;

(v) Manufacturing Facilities: Locations that manufacture or produce products of interest to tourists and offer tours at least four times daily on a regularly scheduled year-round basis such as candy, ice cream, cookie, or pickle manufacturing facilities. Facilities shall produce or manufacture and exhibit or sell their products at the facilities.

(vi) Agricultural Facilities: Locations that provide tours and exhibit or sell their agricultural products or provide on site samples of their products, such as vineyards and regional farmers markets;

(vii) Zoological or Botanical Parks and Farms: Facilities that keep living animals or plants and exhibit them to the public;

(viii) Natural Phenomena: Naturally occurring areas that are of outstanding interest to the public, such as waterfalls or caverns; and

(ix) Motor Sports Facilities: Locations including museums, race tracks, and race team headquarters that exhibit or sell items related to automobile or truck racing.

(10) Any other "ATTRACTION" not listed in Item (f) of this Rule shall be approved by the State Traffic Engineer.

(11) Ineligible Attractions include, but are not limited to, shopping malls, furniture stores, drug stores, movie theaters; community business, historic, antique, or other districts; appliance stores, automobile or truck dealerships or garages, houses of worship, colleges, schools, real estate offices, sand and gravel facilities, produce stands, nurseries, grocery stores, restaurants, bars, lounges, adult establishments, and adult video, book, and novelty stores. An attraction is not eligible for both Travel Services (Logo) Signing and supplemental guide signing, such as Agriculture Tourism signing, at the same interchange.

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f); 23 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. August 1, 1998; April 1, 1994; October 1, 1993; December 1, 1992; October 1, 1991;
Temporary Amendment Eff. October 13, 2003;
Amended Eff. January 1, 2004.

19A NCAC 02E .0220 COMPOSITION OF BUSINESS PANELS AND LOGO SIGNS

(a) No business panel shall be displayed that would mislead or misinform the traveling public. Any message, trademarks, or brand symbols which interfere with, imitate, or resemble any official warning or regulatory traffic sign, signal or device is prohibited.

(b) Each specific service business panel shall include only information that is related to that specific service. No more than one specific service type such as GAS, FOOD, or LODGING shall be allowed on a business panel.

(c) Combination signs are the large rectangular signs that include space for individual business logo panels with more than one specific service. Provisional contracts for the businesses on combination signs shall be required for all businesses other than the first three fully qualifying GAS panels and the first three fully qualifying FOOD panels. Combination signs shall be allowed if one or more of the following conditions are met:

(1) if space is not available for separate sign installations;

(2) if the number of businesses desiring to participate exceeds the number of spaces available for business panels on sign; or

(3) if the number of businesses desiring to participate does not warrant the installation of separate sign installations.

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f); 23 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. August 1, 1998; October 1, 1993; November 1, 1987;

Temporary Amendment Eff. October 13, 2003;
Amended Eff. January 1, 2004.

19A NCAC 02E .0221 FEES

(a) All logo signs shall be constructed and maintained by the Department. These logo signs shall be owned by the Department. The participating logo business shall pay an annual fee established by the Board of Transportation. All logo contracts existing under prior administrative code provisions are terminated in accordance with the terms of those contracts. However, existing participants shall not be required to reapply, but shall be required to sign an appropriate contract in accordance with the new regulations in order to continue their participation.

(b) The fee for participation in the Logo program is as follows: Mainline, ramp, and trailblazer panels are billed an annual fee of three hundred dollars ($300.00) per each mainline, ramp and trailblazer panel. The initial payment of the fee shall be paid prior to installation. The contract runs for one year from the date of installation. Contracts shall be renewed annually and the fee is due at the contract renewal date. Every participating business that meets program requirements has a valid contract and pays all required fees shall be automatically renewed except for provisional contracts which shall be reviewed by the Department annually prior to renewal.

(c) The business shall provide a new or renovated business panel when necessary due to damages caused by acts of vandalism, accidents, or natural causes including natural deterioration. If the Department replaces a business panel on a logo sign or removes or masks a business panel because of seasonal operation, there shall be no additional charge to the business.

(d) The fee shall be paid by check or money order and is due in advance of the period of service covered by the fee. Failure to pay a fee when due is grounds for removal of the business panels and termination of the contract.

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f); 23 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. July 1, 2000; August 1, 1998; April 1, 1994; October 1, 1993; December 1, 1992; September 1, 1990;
Temporary Amendment Eff. October 13, 2003;
Amended Eff. February 1, 2004.

19A NCAC 02E .0222 CONTRACTS WITH THE DEPARTMENT

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f); 23 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. July 1, 2000; August 1, 1998; December 1, 1994; October 1, 1993; October 1, 1992, September 1, 1990;
Temporary Repeal Eff. October 13, 2003;
Repealed Eff. January 1, 2004.

19A NCAC 02E .0223 APPEAL OF DECISION OF DIVISION ENGINEER TO SECRETARY

(a) Any business which applies to participate in the program and is refused or any business participating in the program which has its contract terminated, signs removed or believes that the program is otherwise not being administered in accord with these Rules may appeal the decision of the Division Engineer to the Secretary. The decision of the Secretary is final.

(b) The business which decides to appeal a decision of the Division Engineer shall so notify the appropriate engineer of his decision to appeal by certified mail, return receipt requested, within 10 days of the receipt of notice of the decision of the Engineer. The Division Engineer shall then forward the notice given to him by the business to the Secretary.

(c) Within 20 days from the time of submitting his notice of appeal to the Division Engineer, the business shall submit to the Secretary a written appeal setting forth with particularity the facts upon which its appeal is based.

(d) Within 30 days from the receipt of the said written appeal or within such additional time as may be agreed to between the Secretary and the business, the Secretary shall make an investigation of the said appeal. The Secretary shall then make appropriate findings of fact and conclusions pertaining to the appeal on behalf of the Department of Transportation and the findings and conclusion shall be served upon the business seeking the review by certified mail, return receipt requested.

History Note: Authority G.S. 136-89.56; 136-137; 136-139; 143B-346; 143B-348; 143B-350(f);
23 C.F.R. 750, Subpart A; 23 U.S.C. 131(f);
Eff. April 1, 1982;
Amended Eff. October 1, 1993.

19A NCAC 02B .0221 GENERAL MOTORIST SERVICES SIGNS

(a) General Motorist Services Signs mean signs that provide travelers with directional information for essential motorist services. The signs carry word legends GAS, DIESEL, LP (PROPANE) GAS, FOOD, LODGING, BED AND BREAKFAST, PHONE, HOSPITAL, and TOURIST INFORMATION CENTER with appropriate directional legend, and the exit number where applicable. The cost associated with General Motorist Services Signs is the responsibility of the Department of Transportation.

(b) Specific Services Signs mean signs erected under the Specific Information Signing Program as described in G.S. 136-140.7. These signs provide travelers with business identification and directional information for essential motorist services. The signs carry word legends GAS, FOOD, LODGING and CAMPING with appropriate directional legend, the exit number where applicable, and one or more business logos. The cost associated with Specific Services Signs is borne by the businesses whose logos are shown on the signs through initial and annual fees paid to the Department of Transportation.

(c) Signing for general motorist services shall be installed only on rural fully controlled access highways and shall be in conformance with the "Manual on Uniform Traffic Control Devices." Requests for signing for general motorist services shall be directed to the highway division engineer having jurisdiction in the county in which the sign is proposed. If approved, services signing shall be installed and maintained by the Department of Transportation.

(d) General Requirements for All Services. The requirements in this Paragraph shall be applied in determining the placement of service signs on the rural fully controlled access highways. Service signs shall be erected only at grade separated interchanges. A fully controlled access highway shall have neither a minimum length requirement nor minimum number of interchanges requirement to qualify for erection of service signs. A facility shall meet the specific requirements for signs in Paragraph (e). It shall have an outside coin-operated telephone in the immediate vicinity of the business (within the intersection area, at an adjacent business or across the road), which is accessible. A business phone at an adjacent business is not a public telephone for a particular applicant business. The maximum distance that a "Gas", "Diesel", "LP (PROPANE) Gas", "Food", "Bed and Breakfast" or "Lodging" service can be located from the facility shall not exceed three miles in either direction via an all-weather road. Where no qualifying services exist within three miles, the maximum distance may be increased to six miles, provided the total travel distance to the business and return to the interchange does not exceed 12 miles. When the nearest qualifying service is located more than three miles from the facility, the distance to the service shall be shown on the service sign at the ramp terminal. The maximum distance for a "Camping" service shall not exceed 10 miles. Said distances shall be measured from the point on the interchange crossroad, coincident with the centerline of the facility route median, along the roadways to the respective motorist service. The point to be measured to for each business is a point on the roadway that is perpendicular to the corner of the nearest wall of the business to the interchange. The wall to be measured to shall be that of the main building or office. Walls of sheds (concession stands, storage buildings, separate restrooms, etc.) whether or not attached to the main building are not to be used for the purposes of measuring. If the office (main building) of a business is located more than 0.2 mile from a public road on a private road or drive, the distance to the office along the said drive/road shall be included in the

overall distance measured to determine whether or not the business qualifies for business signing. The office shall be presumed to be at the place where the services are provided.

(e) Specific Requirements for Erection of General Motorist Services Signs:

(1) Gas, Diesel, LP (PROPANE) Gas, and Associated Services. Criteria for erection of a Gas service sign, a Diesel service sign, or an LP (PROPANE) Gas Service sign shall include:

(A) appropriate licensing to operate as required by law;

(B) vehicle services for fuel, motor oil, tire repair (by an employee) and water;

(C) restroom facilities and drinking water suitable for public use;

(D) an on-premise attendant to collect monies, make change, and make or arrange for tire repairs; and

(E) year-round operation at least 16 continuous hours per day, 7 days a week.

(2) Food. Criteria for erection of a Food service sign shall include:

(A) appropriate licensing to operate as required by law, and a permit to operate by the health department;

(B) year-round operation at least 12 continuous hours per day to serve three meals a day (sandwich type entrees may be considered a meal) (breakfast, lunch, supper), 7 days a week;

(C) indoor seating for at least 20 persons; and

(D) public restroom facilities.

(3) Lodging. Criteria for erection of a Lodging service sign shall include:

(A) appropriate licensing to operate as required by law, and a permit to operate by the health department;

(B) sleeping accommodations consisting of a minimum of 10 units, each including bathroom and sleeping rooms except a lodging business operating as a "Bed and Breakfast" establishment with fewer than 10 units may request "Bed and Breakfast" signs;

(C) off-street vehicle parking for each lodging room for rent; and

(D) year-round operation.

(4) Camping. Criteria for erection of a Camping service sign shall include:

(A) appropriate licensing to operate as required by law;

(B) meeting all state and county health and sanitation codes, and having water and sewer systems which have been duly inspected and approved by the local health authority. The operator shall present evidence of such inspection and approval;

(C) at least 10 campsites with accommodations for all types of travel-trailers, tents and camping vehicles;

(D) parking accommodations to meet current demand;

(E) continuous operation, 7 days a week during business season.

A business sign shall be removed or masked by the Department during off seasons, if the campground is operated on a seasonal basis.

(5) Phone. Signs may be posted for a phone location only in respect to outdoor telephone booths where service is available on a twenty-four hour basis.

(6) Hospital. Hospital signs shall consist of the word "Hospital" along the main roadway and the blue "H" at the end of the ramp. The blue "H" shall be used to trailblaze from the ramp terminal to the hospital where needed. The intent of providing "Hospital" signs along interstate or controlled access highways is to direct unfamiliar motorists to a hospital in case there is a need for emergency medical services. The blue "Hospital" sign shall be used on the interstate or controlled access highways. These hospital signs shall be used only for hospitals equipped to handle emergency cases with a physician on duty 24 hours each day and within a practical distance from the interchange. A blue sign showing the name of the hospital at the end of the ramp along with the proper directional arrow may be provided when a traffic engineering investigation has shown the need. Trailblazer signs where necessary shall mark the route to the hospital using the blue "H". Use of the name of the hospital on green directional signs along conventional (non-interstate or non-controlled access) type streets and roads when a traffic engineering investigation has shown they are needed may be permitted. These green directional signs apply only to those hospitals which do not provide the 24-hour emergency service.

(7) Service signs shall not be erected on non-controlled or partially controlled access facilities or at locations within or near municipalities where it is obvious to the motorist that services are available.

(f) Tourist Information Center. Tourist information center service signing may be approved and installed by the Department of Transportation when the following conditions are met:

(1) The motorist using the highway in a particular direction must be able to leave and return to the highway via the same interchange and continue in the same direction of travel.

(2) The service must be located in a rest area on the freeway or within one mile of the interchange off ramp and on a direct route from the freeway.

(3) The service must operate continuously for at least eight hours per day, seven days per week, and 360 days per year.

(4) At least one separate and trained attendant with knowledge of tourist facilities in the state shall be on duty to service visitors during all hours of operation.

(5) The facility must have available at no charge to visitors complete information on tourist facilities in the state; such as lodging, auto service, food, medical, recreational, historical and scenic sites; and it must also be readily available when attendant is off duty.

(6) The service must be housed in a separated area from other facilities in an appropriate building to provide an area, heated in winter and cooled in summer, of not less than 625 square feet of floor area for displays and lounge devoted for providing this service.

(7) The service must have at least one 50 pocket rack for noncommercial public service materials and displays.

(8) The service must have rest room facilities available at no cost to the visitor and designed for use by handicapped individuals.

(9) The service must have drinking water approved by appropriate local authority.

(10) The service must have a public telephone designed for use by handicapped individuals.

(11) The service must have off-street parking at no cost to the motorist and must have curb cuts and ramps for the handicapped.

(12) Any displays, literature, magazines, etc., that would be judged by the Department to be offensive to visitors with children must not be readily visible.

(13) The service must provide designated facilities for pets.

(14) The name of the operating agency, community, group or enterprise shall not appear in the legend of any sign.

(g) Removal of General Motorist Services Signs.

(1) If municipal limits are revised so that an interchange is totally within a municipality, then existing general motorist services signs may be retained in place so long as they are in a serviceable appearance and are not in need of refurbishing maintenance. When the signs are no longer serviceable they shall be removed.

(2) When specific services (Logo) signing is installed along a section of controlled access roadway, then the existing general motorist services signing shall be removed on that section of roadway except as covered in Subparagraph (g)(3) of this Rule. When general motorist services signs exist on a controlled access roadway inside a municipality that does not qualify for specific services (Logo) signing, the general motorist services signs may remain in place, except as covered in Subparagraph (g)(1) of this Rule, until such time that all rural sections of the controlled access route adjacent to the municipality are covered, then the general motorist services signs shall be removed except as covered in Subparagraph (g)(3) of this Rule.

(3) The State Traffic Engineer, after consideration of such factors as the rural nature of the highway, frequency, and availability of motorist services and distances to those services, and after using engineering judgment, may, at his or her discretion, authorize the retention or addition of General Motorist Services Signs along sections of controlled access roadways signed with Specific Services (Logo) Signs or within municipalities.

History Note: *Authority G.S. 136-18(5); 136-30; 136-128; 136-140.7;*
Eff. July 1, 1978;
Amended Eff. July 1, 1995; September 1, 1994; December 1, 1993; November 1, 1987.

APPENDIX C

Logo Business Panel Face Specifications

- Business Panel Approval Criteria Checklist
- Business Panel Blank Details

BUSINESS PANEL APPROVAL CRITERIA CHECKLIST

The most important features in the approval process are listed below:

1. Verify that the overall size of the business panel is the same as the business panels already in place on the service sign *(48 inches by 36 inches and 24 inches by 18 inches for ramp business panels)*. **All business panels should conform to the current standard size.**

2. Verify that Type III retroreflective sheeting is used on the business panel face *(See Standard Specifications for Roads and Structures, January 2002 – Section 1093)*.

3. Verify that a white ¾ inch outside border and a 3-inch radius is used on all mainline, ramp, and trailblazer business panels.

4. If the background color is a non-contrasting color, verify that a field of contrasting color with a minimum width of 1 ½ inches is placed adjacent to the white border on mainline business panels and a field of contrasting color with a minimum width of ¾ inch is placed adjacent to the white border on ramp and trailblazer business panels *(Contrasting colors include black, brown, red, green, etc. and non-contrasting colors include white, cream, yellow, silver, light blue, etc.)*.

5. Verify that NCDOT mandated messages are at least 5-inch D style letters for mainline business panels and at least 3-inch D style letters for ramp and trailblazer business panels.

6. Verify that only one service type is shown on the business panel.

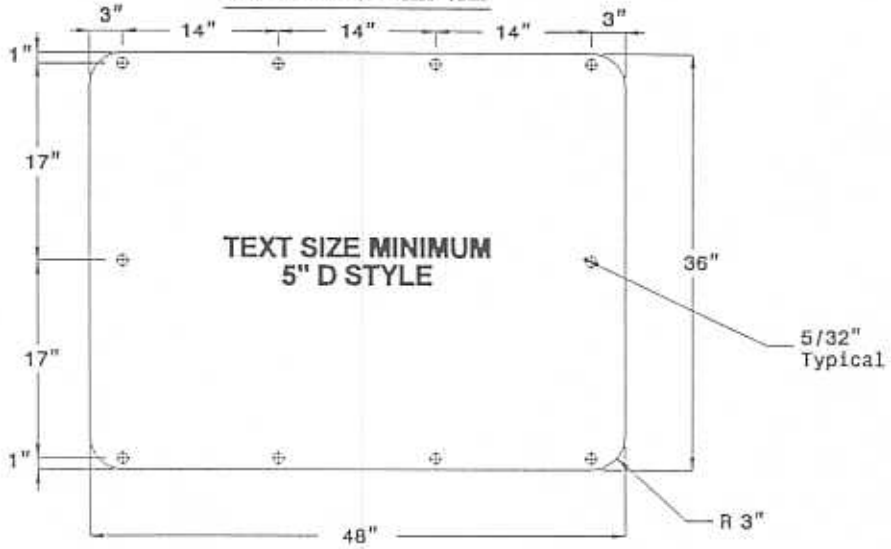
7. Verify that no information shown on the business panel is misleading or misinforming.

8. Verify that the business name does not include the words *bar, saloon, lounge, or pub*, etc. unless this type of wording is part of the official name of the business.

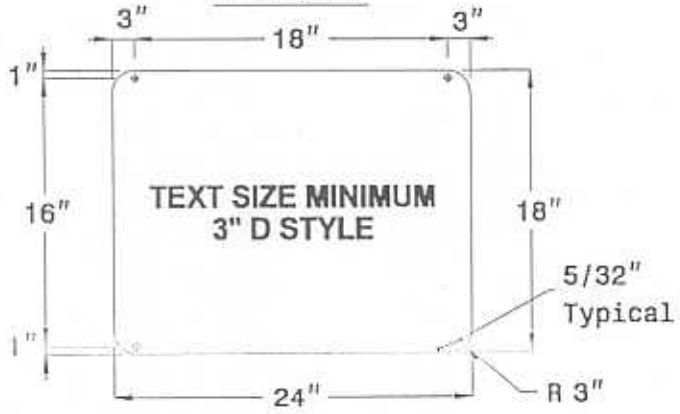
If the design does not list colors or dimensions, it should either be rejected or resolved by telephone or e-mail.

LOGO
BUSINESS SIGN BLANK DETAILS

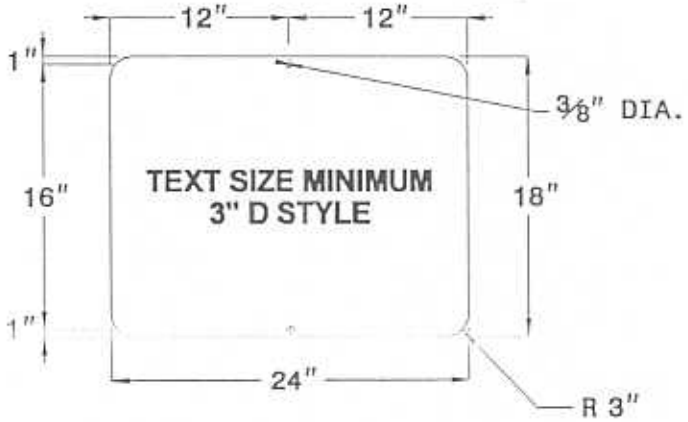
MAINLINE



RAMP



TRAILBLAZING SIGNS



MATERIALS: 6061-T6 OR 5052 H38 AND HI-INTENSITY TYPE III REFLECTIVE SHEETING

THE SIGN SHALL BE FABRICATED FROM FLAT SHEET ALUMINUM OF 0.063 INCH MINIMUM AND 0.125 MAXIMUM THICKNESS.

BUSINESS:_____ COUNTY:_____ NO. ML:_____

ROUTE:_____ NO. RP:_____

AGREEMENT NO:_____ EXIT:_____ NO. TB:_____

APPENDIX D

Logo Forms

- TEB-221 – Qualification Survey
- TEB-223 – Standard Annual Rental Agreement
- TEB-223P – Provisional Annual Rental Agreement
- TEB-223B – Transfer of Ownership
- TEB-227 – Business Panel Requirements
- TEB-227A – Trailblazer Business Panel Consolidation *(Internal Use Only)*

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SPECIFIC SERVICE (LOGO) SIGNS
QUALIFICATION SURVEY

Purchase Order # _____ (Completed by Logo Coordinator)

Invoice/Billing Document # _____ (Completed by Fiscal)

Distance from the interchange: _____ mile(s)

Type of service: ☐ Gas ☐ Food ☐ Lodging ☐ Camping ☐ Attraction

Freeway Route: _____ Interchange Exit No.: _____ Crossroad Route: _____

Name of Business Owner: _____ Phone No.: _____

Name of Business Representative: _____ Phone No.: _____

(Fill in only if not the owner and representative has authority to make decisions and sign agreement for owner - May not be advertising agent.)

Name of Business and Trade Name (dba): _____

Business Address (Physical Location): _____

Invoice/Correspondance Mailing Address: _____

(Fill in only if different than above address.)

Appropriate city and/or county business license(s): ☐ Yes ☐ No Health Sanitation Grade: _____

On-premise telephone available for emergency use: ☐ Yes ☐ No On-premise public restroom: ☐ Yes ☐ No

GAS, FOOD, OR ATTRACTION BUSINESSES: HOURS OF OPERATION

Hours of operation are posted on entrance door or in other conspicuous location visible from outside building: ☐ Yes ☐ No

SUN: _____ MON: _____ TUE: _____ WED: _____

THR: _____ FRI: _____ SAT: _____

This block must be filled in and hours must be posted for any Gas, Food, or Attraction business to qualify, prior to business entering into Agreement with NCDOT.

GAS: Year- round operation minimum 16 hrs/day, 7 days/week: ☐ Yes ☐ No

☐ Gas ☐ Diesel ☐ Alternate Fuels ☐ Motor Oil

☐ Water for batteries and radiators ☐ Drinking water suitable for public use

☐ On premise attendant to collect monies, make change, make or arrange for tire repairs

FOOD: Year- round operation minimum 8 hrs/day, 6 days/week: ☐ Yes ☐ No

Meets Food definition: Definition: Serves food, not beverage, as primary service, etc. (See page 2 of 2 for complete definition.) ☐ Yes ☐ No

Indoor seating capacity (min 20): _____

LODGING: Year- round operation minimum 8 hrs/day, 6 days/week: ☐ Yes ☐ No

No. of lodging rooms for rent: _____ No. of off-street parking spaces: _____

Bathroom with each room: ☐ Yes ☐ No Bed & Breakfast: ☐ Yes ☐ No

CAMPING OR ATTRACTION: Months of Operation: ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D

CAMPING: Continuous operation 7 days/ week during operating season: ☐ Yes ☐ No

Total no. of campsites: _____ No. of parking spaces: _____

Has approved water and sewer systems: ☐ Yes ☐ No

ATTRACTION: Continuously open without appointment at least 8hrs/day, 5 days/week during operating season: ☐ Yes ☐ No

☐ Amusement Activity ☐ Historic Activity ☐ Cultural Activity ☐ Leisure Activity ☐ Other (specify) _____ (Requires approval of State Traffic Eng.)

No. of parking spaces: _____

Gated facility (See page 2 of 2 for on-premise signing requirements, etc.) : ☐ Yes ☐ No

_____ _____
Division Logo Coordinator Date

_____
Name of Business Owner (or official representative) *Type or Print*

Federal Tax I.D. No. _____ _____ _____
Signature of Business Owner (or official representative) Date
(Indicates agreement with information included on this document.)

MINIMUM STATE REQUIREMENTS:
All businesses participating in the Logo program must meet the minimum requirements specified in the Logo Rules. See 19A NCAC 02E.0219 for eligibility requirements.

For GAS and associated services, the following definition applies:
Complies with all administrative code requirements. Provides fuel as primary service. Logo must include a recognizable name, symbol, or trademark for the fuel or must be a recognizable gas business name or logo. If the gas business name or logo is not recognizable to the general motorist as a gas service, the word "Gas" or "Fuel" must also be included in the business Logo panel. Determination of "recognizable" is made by the State Logo Engineer.

Words/phrases such as pantry, mini mart, and/or a convenience store name are not considered a recognizable gas business name and may only be used within the Logo panel if they are in the official name of the business. In this case, the word " Gas" or "Fuel" must also be included in the business Logo panel. Any message and/or wording not directly related to the specific service such as "lottery tickets" is prohibited. Business panels must match on premise business signage.

For FOOD services, the following definition applies:
Complies with all administrative code requirements. Provides food, not beverage, as primary service. A food service includes full service and fast service restaurants serving meals. Sandwiches and salads that are prepared on the premises are considered a meal. Donuts or pastry items made on the premises are considered a meal. Ice cream dishes, or similar frozen food items, combined with a variety of other ingredients are considered a meal. Ice cream, frozen yogurt, etc., served by itself or in a cone is not considered a meal. Pre-packaged food items, whether packaged in quantity or individually, is not considered qualifying food for the purpose of the Specific Service Signing (Logo) Program. Food items prepared off the premises, and transported to the business for serving, or heating and serving, are not considered qualifying food for the purpose of the Specific Service Signing (Logo) Program.

If the type of food offered is a specialty item, such as ice cream or pastry, that in the opinion of the State Logo Engineer is not clearly recognizable by the proposed Logo panel design (business name and/or Logo design), the Department will require a word message to be included on the panel to clearly depict or describe the food item sold at the business.

For SERVICE qualification, the following definition applies:
PRIMARY SERVICE – To qualify under a particular service (Gas, Food, or Lodging, etc.), over 51% of the sales revenue for the business at that specific business location must come from the type service requested. For food service, beverage is not considered a food.

ATTRACTION Service Requirement:
An Attraction BUSINESS with a gate at or near the entrance will only qualify for the Logo program if the gate remains open a minimum of 8 consecutive hours per day, 5 days per week. In addition, an Attraction BUSINESS facility with a gate or a guardhouse shall have an on-premise sign at or near the entrance reading "Open to the Public" or "Public Welcome" in minimum 4" letters.

Provisional Agreements:
PROVISIONAL AGREEMENTS are used when certain conditions, listed as follows, enabling participation are applicable. Check block as indicated below:

- ☐ Maximum distance of three miles (rural)/one mile (urban) from interchange is exceeded for GAS, FOOD, or LODGING services
- ☐ Business logo panels installed on combination service signs for all services other than the first three fully qualified GAS and first three fully qualifying FOOD business panels
- ☐ Bed and Breakfast business
- ☐ Other _____

(Such as business logo panels that are installed on the Department's pilot signs, less direct exit of an interchange, etc.)

SPECIFIC SERVICE (LOGO) SIGNING AGREEMENT

For Department Use Only		
Purchase Order #	Contract #	Customer #

Whereas, it is the desire of _____
(Name of Owner of the Business and Trade Name)

_____
(Mailing Address of Business)

hereinafter referred to as BUSINESS, to participate in the Specific Service (Logo) Signing Program of the North Carolina Department of Transportation, hereinafter referred to as DEPARTMENT, to provide logo signing within the right-of-way of fully-controlled access highways and/or trailblazer signs on intersecting routes.

The BUSINESS desires signing for _____ Service along
(Gas, Food, Lodging, Camping, or Attraction)

_____ at Exit _____ in _____ County.
(Interstate/Freeway Number) *(Exit Number)*

The BUSINESS agrees to abide by the rules as found in the North Carolina Administrative Code for this Program, the terms of this Agreement, and the Department's policies for this Program, as the same are currently in force or as may be amended in the future. The BUSINESS acknowledges receipt of a copy of the rules currently in force for this Program.

In consideration of participating in the Specific Service (Logo) Signing Program, the BUSINESS agrees to pay an annual fee per each mainline, ramp, and trailblazer logo panel as established by the DEPARTMENT. This fee shall be paid within 30 days after this agreement is approved by the DEPARTMENT, unless otherwise specified by the DEPARTMENT in writing. No logo panels shall be installed by the DEPARTMENT until full payment is received. No partial payments will be accepted for annual fees.

THEREFORE, in consideration thereof, the BUSINESS offers this written assurance that it conforms with all applicable laws concerning the provision of public accommodations without regard to race, religion, color, sex, age, disability, or national origin and shall not be in breach of this assurance; and

It is understood that should the BUSINESS at any time be in breach of this assurance or at any time fail to be in full compliance with all requirements and criteria specified in the rules, the Qualification Survey Form (TEB 221), this Agreement, and Logo policies; the BUSINESS's Logo panels are subject to immediate removal for a minimum of six months and until the BUSINESS fully meets the requirements. At that time, the BUSINESS would need to reapply for participation. No refunds or reimbursements will be provided to the BUSINESS, and there shall be no further obligation on the part of the DEPARTMENT; and

It is understood that the BUSINESS shall have and maintain a permanent sign posting the days and hours of operation located at or on the entrance to the building in a conspicuous location to be seen by patrons. Additionally, an Attraction BUSINESS shall have a permanent on-premise sign with the days and hours of operation posted and clearly legible as you enter the drive to the facility from the roadway; and

It is understood that an Attraction BUSINESS with a gate at or near the entrance will only qualify for the Logo program if the gate remains open a minimum of 8 consecutive hours per day, 5 days per week. It is further understood that a BUSINESS facility with a gate or a guardhouse shall have an on-premise sign at or near the entrance reading "Open to the Public" or "Public Welcome" in minimum 4" letters; and

It is understood that all business logo panels for any seasonal Attraction or Camping BUSINESS shall be covered or removed for the time period that the BUSINESS is closed to the public unless the months of closure or months in operation are specified on the panel; and

It is understood that the BUSINESS shall assure that the DEPARTMENT has the name of its current contact person and mailing address on file and that it will notify the appropriate Division Engineer in writing within 30 days after the contact person and/or mailing address changes; and

It is understood that the transfer of ownership of the BUSINESS shall not in any way affect the validity of this agreement, provided the appropriate Division Engineer is notified in writing regarding the transfer of ownership within 30 days of the actual transfer; the new owner completes and returns to the Division Engineer an official Transfer of Ownership Form (TEB 223B); and the new owner confirms his/her desire to participate in the Program; and

It is understood that the BUSINESS is responsible for paying its invoice within 30 days of receipt unless otherwise specified by the DEPARTMENT in writing. Should the BUSINESS fail to pay this invoice within 30 days of notification, unless otherwise specified by the DEPARTMENT in writing, the DEPARTMENT shall remove the business logo panels and terminate this agreement; and

It is understood that the agreement period shall begin on the first day of the month closest to the actual day the business logo panel(s) are installed and it will be for a period of 12 months. It is further understood that this agreement will automatically be renewed unless the BUSINESS fails to meet the terms of this agreement or the requirements of the North Carolina Administrative Code; and

It is understood that before sign panel fabrication, the BUSINESS shall furnish a design (layout) of the specific business logo panel to the DEPARTMENT for review and approval. It is further understood that the BUSINESS shall furnish to the DEPARTMENT at the designated place the necessary business logo panels displaying the name, symbol, or trademark of the BUSINESS fabricated according to DEPARTMENT specifications, at no cost to the DEPARTMENT; and

It is understood that the BUSINESS is responsible for notifying the DEPARTMENT of any missing or damaged business logo panels or trailblazer panels, including at the completion of initial installation. It is further understood that the BUSINESS assumes full responsibility for any damage, deterioration, or loss of any of its panels and agrees to furnish any business panels in need of replacement as requested by the DEPARTMENT; and

It is understood that the DEPARTMENT reserves the right to cover or remove any or all business logo panels in the conduct of maintenance or construction operations, or for research studies, or whenever deemed by the DEPARTMENT to be in the best interest of the DEPARTMENT or the traveling public, without advance notice thereof. It is further understood that the DEPARTMENT reserves the right to terminate this program or agreement or any portion thereof by furnishing the BUSINESS written notice of such intent not less than 30 calendar days prior thereto; and

It is understood that the Department will only correspond with and invoice the business owner. Coordination of payments to be made by other parties, such as advertising agents, is the sole responsibility of the business owner.

Name of Official for BUSINESS (Print or Type)	Name of DEPARTMENT Representative (Print or Type)
Signature of Official for BUSINESS — Date	Signature of DEPARTMENT Representative — Date
	Division Engineer
Title of Official for BUSINESS	Title of DEPARTMENT Representative
Witness Signature	

AFFIX CORPORATE SEAL IF BUSINESS IS INCORPORATED.

SPECIFIC SERVICE (LOGO) SIGNING PROVISIONAL AGREEMENT

For Department Use Only		
Purchase Order #	Contract #	Customer #

Whereas, it is the desire of _____
(Name of Owner of the Business and Trade Name)

_____
(Mailing Address of Business)

hereinafter referred to as BUSINESS, to participate in the Specific Service (Logo) Signing Program of the North Carolina Department of Transportation, hereinafter referred to as DEPARTMENT, to provide logo signing within the right-of-way of fully-controlled access highways and/or trailblazer signs on intersecting routes.

The BUSINESS desires signing for _____ service along
(Gas, Food, Lodging, Camping, or Attraction)
_____ at Exit _____ in _____ County.
(Interstate/Freeway Number) *(Exit Number)*

The BUSINESS agrees to abide by the rules as found in the North Carolina Administrative Code for this Program and the Department's policies for this Program, as the same are currently in force or as may be amended in the future. The BUSINESS acknowledges receipt of a copy of the rules currently in force for this Program.

PROVISIONAL AGREEMENTS are used when certain conditions, listed as follows, enabling participation are applicable. The conditions applicable to this PROVISIONAL AGREEMENT are indicated below:

☐ Maximum distance of three miles (rural)/one mile (urban) from interchange is exceeded for GAS, FOOD, or LODGING services

☐ Business logo panels installed on combination service signs for all services other than the first three fully qualified GAS and first three fully qualifying FOOD business panels

☐ Bed and Breakfast business

☐ Other _____ *(Such as business logo panels that are installed on the Department's pilot signs)*

In consideration of participating in the Specific Service (Logo) Signing Program, the BUSINESS agrees to pay an annual fee per each mainline, ramp, and trailblazer logo panel as established by the DEPARTMENT. This fee shall be paid within 30 days after this agreement is approved by the DEPARTMENT, unless otherwise specified by the DEPARTMENT in writing. No logo panels shall be installed by the DEPARTMENT until full payment is received. No partial payments will be accepted for annual fees.

THEREFORE, in consideration thereof, the BUSINESS offers this written assurance that it conforms with all applicable laws concerning the provision of public accommodations without regard to race, religion, color, sex, age, disability, or national origin and shall not be in breach of this assurance; and

It is understood that should the BUSINESS at any time be in breach of this assurance or at any time fail to be in full compliance with all requirements and criteria specified in the rules, the Qualification Survey Form (TEB 221), this Agreement, and Logo policies; the BUSINESS's Logo panels are subject to immediate removal for a minimum of six months and until the BUSINESS fully meets the requirements. At that time, the BUSINESS would need to reapply for participation. No refunds or reimbursements will be provided to the BUSINESS, and there shall be no further obligation on the part of the DEPARTMENT; and

It is understood that the BUSINESS shall have and maintain a permanent sign posting the days and hours of operation located at or on the entrance to the building in a conspicuous location to be seen by patrons. Additionally, an Attraction BUSINESS shall have a permanent on-premise sign with the days and hours of operation posted and clearly legible as you enter the drive to the facility from the roadway; and

It is understood that an Attraction BUSINESS with a gate at or near the entrance will only qualify for the Logo program if the gate remains open a minimum of 8 consecutive hours per day, 5 days per week. It is further understood that a BUSINESS facility with a gate or a guardhouse shall have an on-premise sign at or near the entrance reading "Open to the Public" or "Public Welcome" in minimum 4" letters; and

It is understood that all business logo panels for any seasonal Attraction or Camping BUSINESS shall be covered or removed for the time period that the BUSINESS is closed to the public unless the months of closure or months in operation are specified on the panel; and

It is understood that the BUSINESS shall assure that the DEPARTMENT has the name of its current contact person and mailing address on file and that it will notify the appropriate Division Engineer in writing within 30 days after the contact person and/or mailing address changes; and

It is understood that the transfer of ownership of the BUSINESS shall not in any way affect the validity of this agreement, provided the appropriate Division Engineer is notified in writing regarding the transfer of ownership within 30 days of the actual transfer; the new owner completes and returns to the Division Engineer an official Transfer of Ownership Form (TEB 223B); and the new owner confirms his/her desire to participate in the Program; and

It is understood that the BUSINESS is responsible for paying its invoice within 30 days of receipt unless otherwise specified by the DEPARTMENT in writing. Should the BUSINESS fail to pay the invoice within 30 days of notification, unless otherwise specified by the DEPARTMENT in writing, the DEPARTMENT shall remove the business logo panels and terminate this agreement; and

It is understood that the agreement period shall begin on the day the business logo panel(s) are installed and it will be for a period of 12 months. It is further understood that the BUSINESS agrees that by entering into this PROVISIONAL AGREEMENT with the DEPARTMENT, it may not be automatically renewed. The DEPARTMENT will furnish the BUSINESS written notice of such intent not less than 30 calendar days prior thereto; and

It is understood that before sign panel fabrication, the BUSINESS shall furnish a design (layout) of the specific business logo panel to the DEPARTMENT for review and approval. It is further understood that the BUSINESS shall furnish to the DEPARTMENT at the designated place the necessary business logo panels displaying the name, symbol, or trademark of the BUSINESS fabricated according to DEPARTMENT specifications, at no cost to the DEPARTMENT; and

It is understood that the BUSINESS is responsible for notifying the DEPARTMENT of any missing or damaged business logo panels or trailblazer panels, including at the completion of initial installation. It is further understood that the BUSINESS assumes full responsibility for any damage, deterioration, or loss of any of its panels and agrees to furnish any business panels in need of replacement as requested by the DEPARTMENT; and

It is understood that the DEPARTMENT reserves the right to cover or remove any or all business logo panels in the conduct of maintenance or construction operations, or for research studies, or whenever deemed by the DEPARTMENT to be in the best interest of the DEPARTMENT or the traveling public, without advance notice thereof. It is further understood that the DEPARTMENT reserves the right to terminate this program or agreement or any portion thereof by furnishing the BUSINESS written notice of such intent not less than 30 calendar days prior thereto; and

It is understood that the Department will only correspond with and invoice the business owner. Coordination of payments to be made by other parties, such as advertising agents, is the sole responsibility of the business owner.

Name of Official for BUSINESS (Print or Type)	Name of DEPARTMENT Representative (Print or Type)
Signature of Official for BUSINESS — Date	Signature of DEPARTMENT Representative — Date
Title of Official for BUSINESS	Division Engineer Title of DEPARTMENT Representative
Witness Signature	

AFFIX CORPORATE SEAL IF BUSINESS IS INCORPORATED.

NOTIFICATION OF CHANGE IN BUSINESS OWNERSHIP/ ASSIGNMENTS OF RIGHTS AND OBLIGATIONS UNDER THE DEPARTMENT OF TRANSPORTATION'S SPECIFIC SERVICE SIGNING (LOGO) PROGRAM

Purchase Order No._____

WHEREAS, _____, hereinafter referred to as Seller, owns and operates a business which qualifies and is currently participating in the North Carolina Department of Transportation's Specific Service Signing (Logo) Program; and

WHEREAS, _____, hereinafter referred to as Buyer, has purchased or leased the said business owned and operated by the Seller; and

WHEREAS, the Buyer wishes to continue to participate in the Department's Logo Program;

NOW, THEREFORE, the parties hereto agree as follows:

That in consideration of this assignment of the Seller's participation in the Department's Logo Program, the Buyer hereby agrees to conform to all of the Department of Transportation's rules and regulations established for the Logo Program. Specifically, the Buyer agrees: (1) that the Buyer shall pay the established fee(s) for participation in the Logo Program; (2) that the Buyer shall pay any monies past due under the terms of the Seller's existing Logo Program agreement with the Department; (3) that the current Logo signing is only for the existing business location and is not transferable to another location; (4) that if the business is temporarily closed for renovation or remodeling as a result of the sale of lease of the business, the Buyer shall notify the Department and request the temporary removal or masking of the Logo panel(s) and; (5) if it is necessary to replace the existing Logo panels because of a name change, the Buyer shall pay the cost of the new Logo panels. The Buyer agrees that panel design must be approved by the Department of Transportation and must be manufactured to the Department of Transportation's standards. Further, the Buyer agrees that they shall continue in the same business and meet the same eligibility requirements as engaged in by the Seller and as established by the Department of Transportation.

SEAL

_____
SELLER

DATE

DATE: _____

SEAL

_____
BUYER

DATE

DATE: _____

BUYER'S FEDERAL IDENTIFICATION NO. _____

APPROVED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____
Division Engineer

_____
Date

SPECIFIC SERVICES SIGNING
BUSINESS (LOGO) PANEL REQUIREMENTS

Purchase Order # _____ Contract # _____ Customer # _____

Freeway Route _____ Interchange Exit No. _____ Crossroad No. _____

_____ _____
(Business Name) *(Trade Name)*

_____
(Business Address)

The type, size, and quantity of business (LOGO) panels required for participation in the program of the North Carolina Department of Transportation to provide specific service signing along the freeway route are as follows:

GAS	☐	48" x 36" Mainline	_____
FOOD	☐	24" x 18" Ramp	_____
LODGING	☐	24" x 18" Trailblazer	_____
CAMPING	☐		
ATTRACTION	☐		
		Total Number of Panels Required	_____
		Fee Per Panel	_____
		Total Fee	_____

The total annual fee, payable to the North Carolina Department of Transportation, shall be remitted within 30 days after the agreement is approved by the Department, unless otherwise specified by the Department in writing. Remittance shall be delivered to the address for correspondence shown below.

Businesses must submit a layout of their proposed business (LOGO) panel for review and approval by the Department of Transportation before the business (LOGO) panel is fabricated.

All required business (LOGO) panels shall be fabricated according to appropriate specifications and shall be delivered *(properly insured)* to the location designated below by _____

Correspondence and Remittance Address:

_____
_____
_____
_____

Shipping Address:

_____
_____
_____
_____

Comments: _____
_____
_____
_____

If additional information is needed concerning this program, please contact the Division Engineer or:

State Traffic Engineer
North Carolina Department of Transportation
1561 Mail Service Center
Raleigh, North Carolina 27699-1561
Telephone: (919) 733-3915

SPECIFIC SERVICES SIGNING
TRAILBLAZER BUSINESS PANEL CONSOLIDATION

Internal Use Only

Use this form for documentation when combing mainline/ramp with trailblazer agreements

Purchase Order # _____ Old Contract # _____ Customer # _____

New Contract # _____

Freeway Route _____ Interchange Exit No. _____ Crossroad No. _____

_____ _____
(Business Name) *(Trade Name)*

_____
(Business Address)

The type, size, and quantity of business (LOGO) panels required for participation in the program of the North Carolina Department of Transportation to provide specific service signing along the freeway route are as follows:

GAS	☐	48" x 36" Mainline	_____
FOOD	☐	24" x 18" Ramp	_____
LODGING	☐	24" x 18" Trailblazer	_____
CAMPING	☐		
ATTRACTION	☐		
		Total Number of Panels Required	_____
		Fee Per Panel	_____
		Total Fee	_____

Trailblazer Agreement #: _____ Voided Date: _____

Division Logo Coordinator Signature: _____

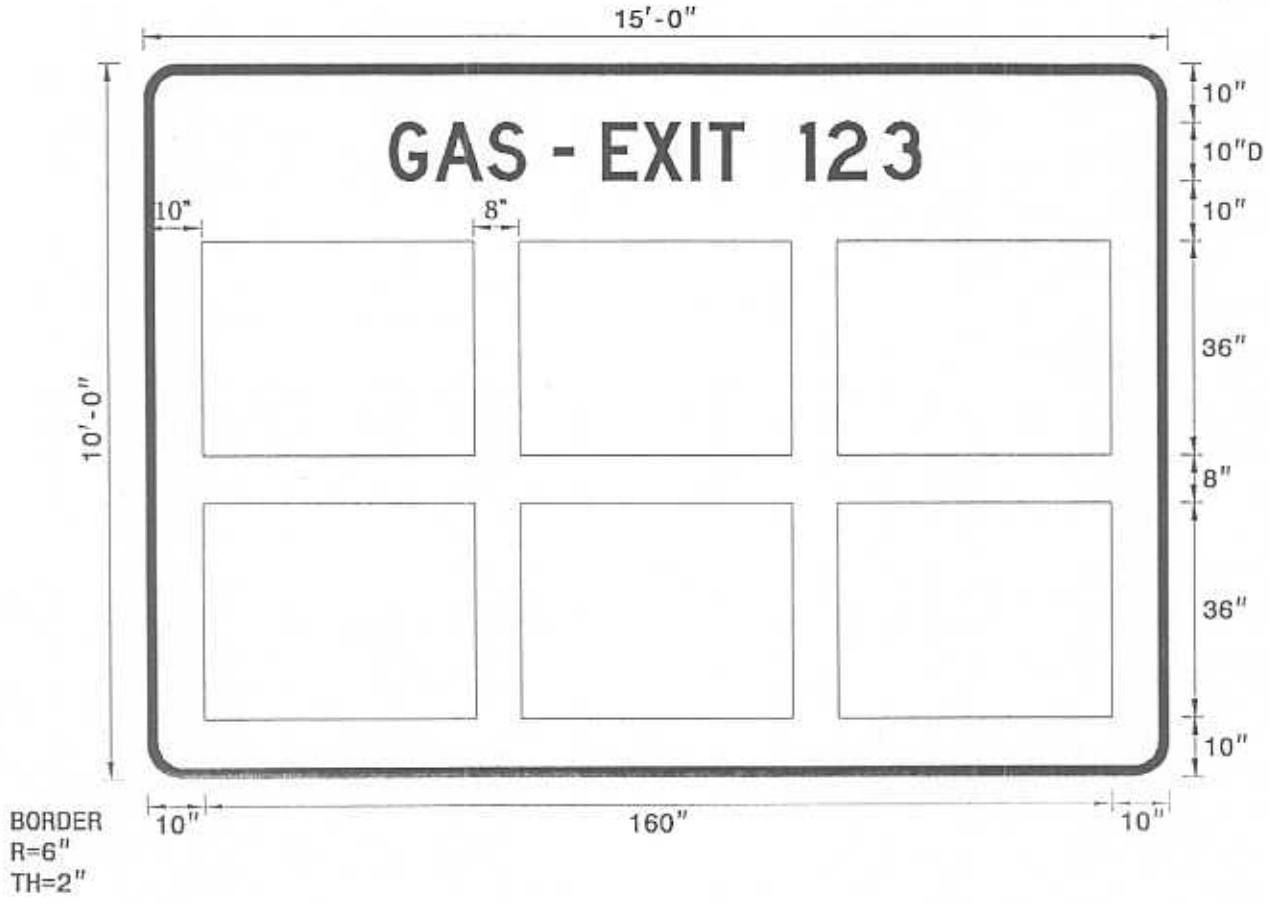
Date Signed: _____

APPENDIX E

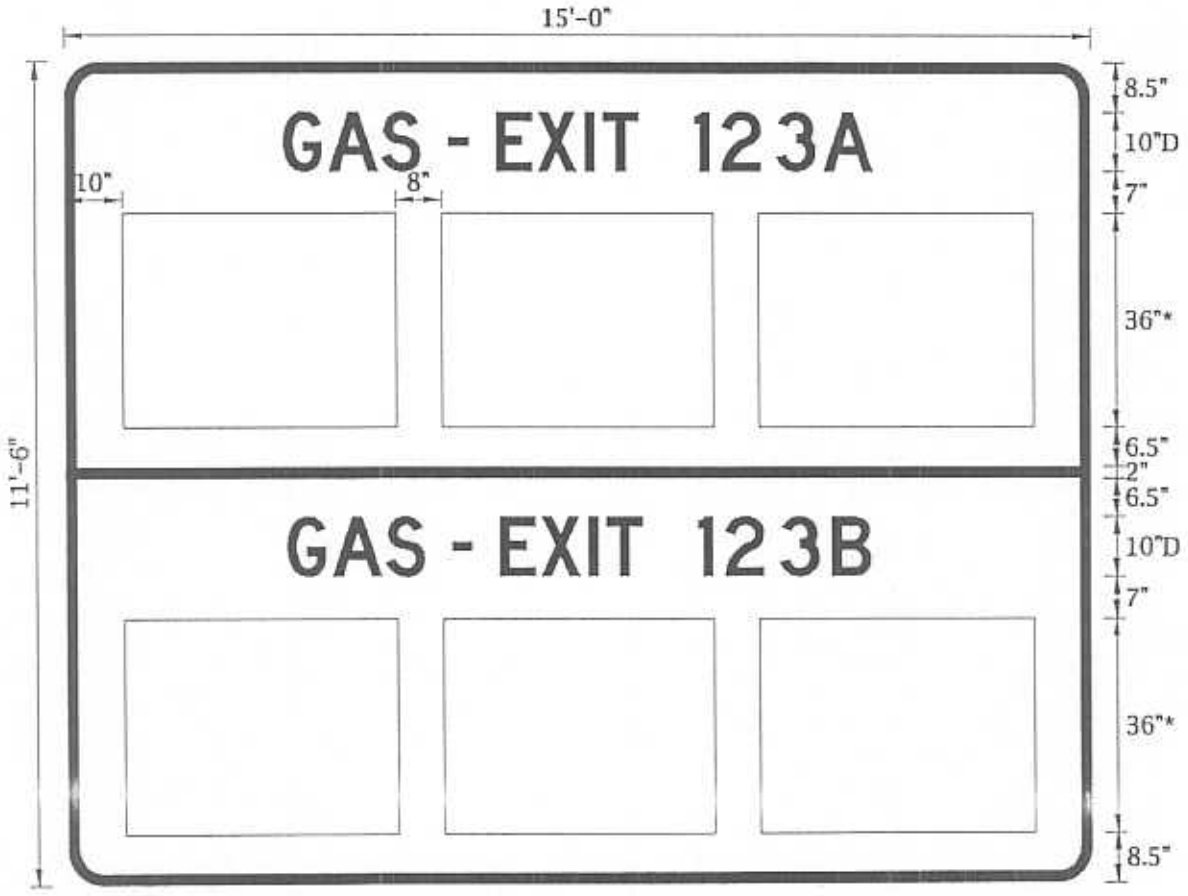
Standard Logo Sign Designs

- Single Exit Mainline Logo Sign
- Split Exit Mainline Logo Sign with Exit Numbers
- Split Exit Mainline Logo Signs without Exit Numbers
- 3/3 Combo Single Exit Mainline Logo Signs – Two Services
- Three Panel Mainline Ramp Sign
- Standard Six Panel Ramp Logo Sign
- Three Panel Ramp Logo Sign
- Open to the Public Sign

Single Exit Mainline Logo Sign Design

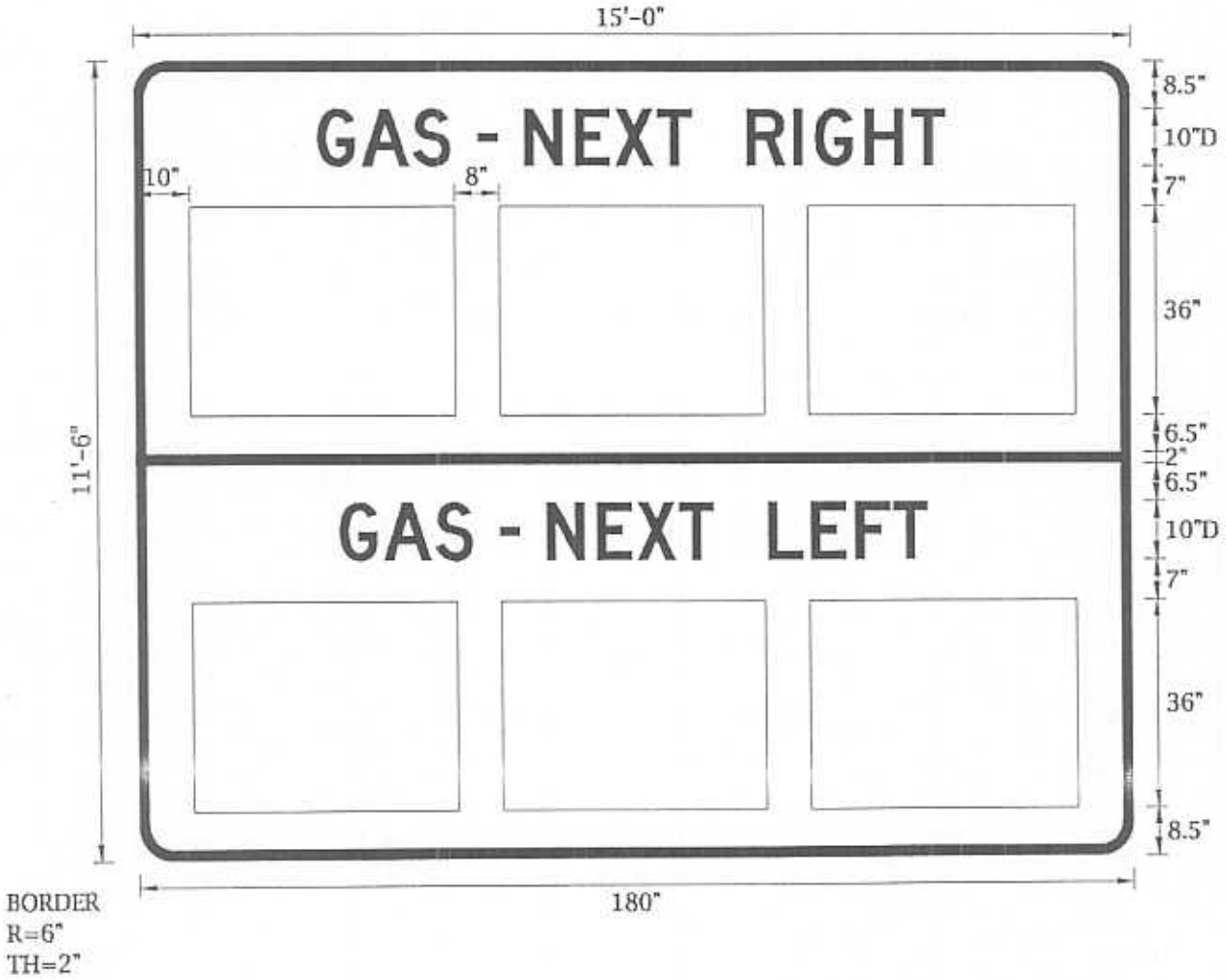


Split Exit Mainline Logo Sign Design With Exit Numbers

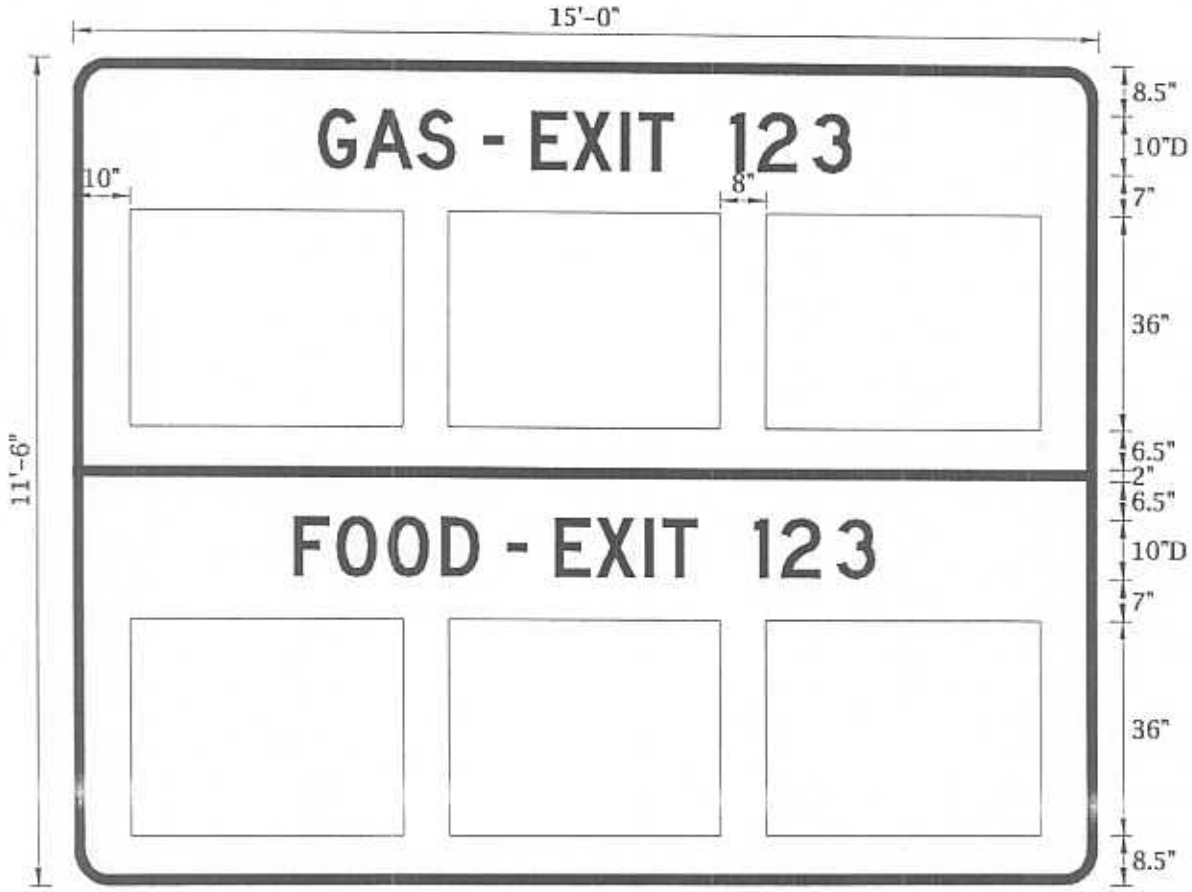


BORDER
R=6"
TH=2"

Split Exit Mainline Logo Sign Design Without Exit Numbers

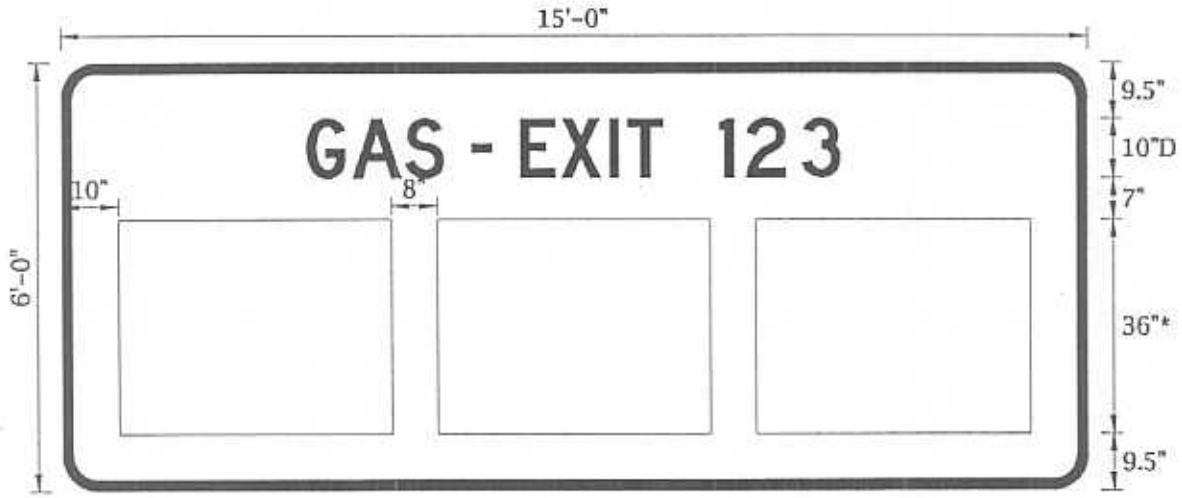


3/3 Combo Single Exit Mainline Logo Sign – Two Services



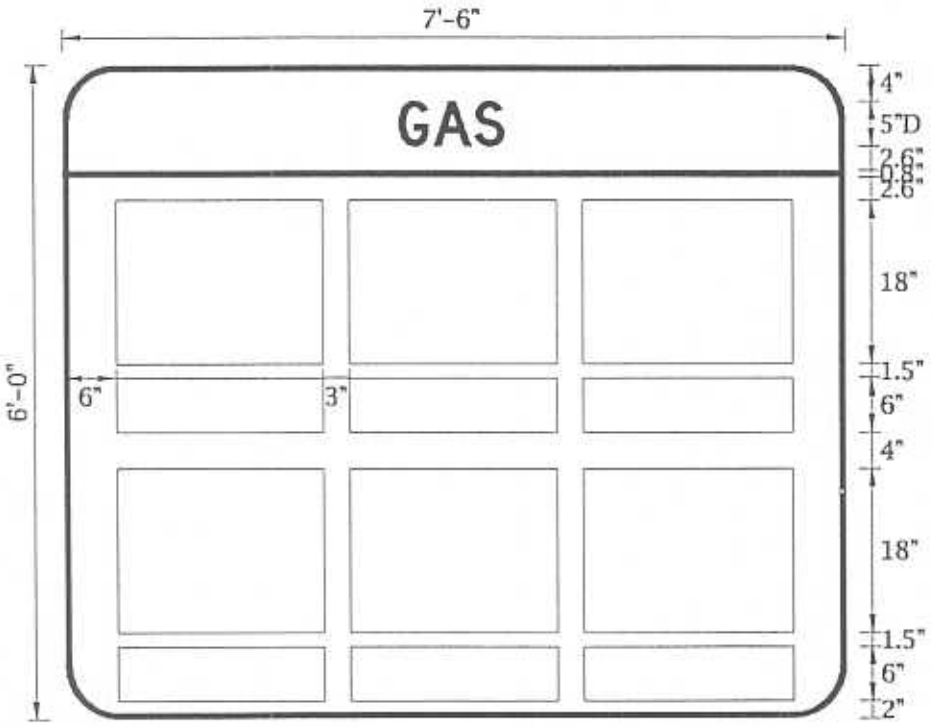
BORDER
R=6"
TH=2"

Three Panel Mainline Sign



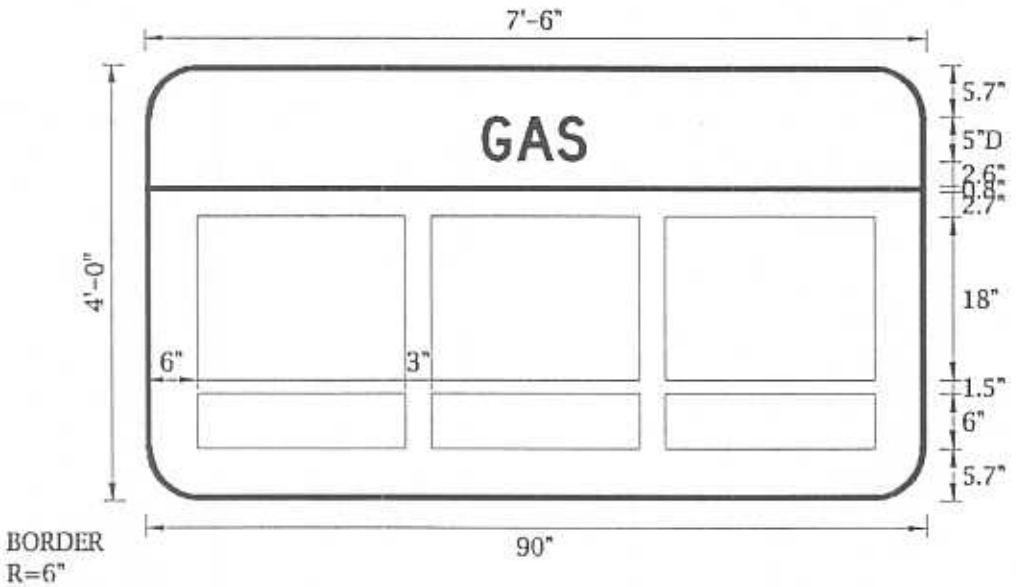
BORDER
R=6"
TH=2"

Standard Six Panel Ramp Logo Sign



BORDER
R=6"
TH=0.75"

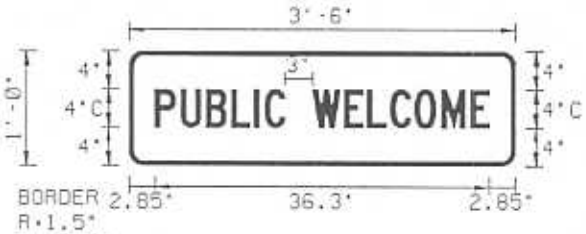
Three Panel Ramp Logo Sign



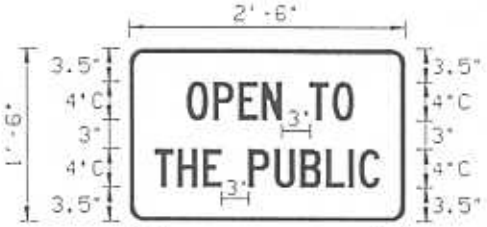
BORDER
R=6"
TH=0.75"

Open to the Public Sign Options

4" Options



0.7 Spacing Factor



0.7 Spacing Factor

5" Options

0.6 Spacing Factor

0.6 Spacing Factor
on WELCOME text string.

Note: Required sign for facility with GATE
or GUARDHOUSE at entrance. (See Agreement)

APPENDIX F

Logo Signing Contractors

APPENDIX F – LOGO SIGNING CONTRACTORS

Action Sign Company
David Hamby
1403 Hickory Boulevard, S.E.
Lenoir, N.C. 28645
(800) 951-4267
Fax # (828) 728-8726

Apex Contracting, Inc.
Frank D. Whitney
P.O. Box 798
Paris, Kentucky 40362-0798
(859) 987-1637
Fax# (859) 987-0619

Casco Signs, Inc.
Kevin Crutchfield
P.O. Box 23
Kannapolis, N.C. 28082-0023
(704) 788-9055
Fax# (704) 932-9072

Collinson, Inc.
Tom Collison Jr.
P.O. Box 397
Uwchland, PA 19480
(610) 469-9677
Fax# (610) 469-0892

Dorey Electric Company
Ben Watkins
P.O. 10158
Norfolk, Virginia 23513
(757) 855-3381
Fax# (757) 857-7835

Driggers Electric & Control Co. Inc.
Earl Driggers
634 Phillip Davis Drive
Charlotte, N.C. 28217
(704) 527-2811
Fax# (704) 527-2814

Eddins Electric Company, Inc.
Robbie Dunton
P.O. Box 3455
West Columbia, S.C. 29171
(803) 796-9078
Fax# (803) 796-6381

Florida Industrial Electric, Inc.
Tom Pratt
811 Wilma Street
Longwood, Florida 32750
(407) 331-1551
Fax # (407) 331-0444

Gencor Inc.
Gene Preston
P.O. Box 453
Boones Mill, Virginia 24065
(540) 334-2140
Fax# (540) 334-4061

George B. Stone Company
Claudia Vice
P.O. Box 219
Sharpsburg, Kentucky 40374
(606) 247-3461
Fax# (606) 247-2268

H. R. Allen, Inc.
Rod Allen
P.O. Box 31898
Charleston, S.C. 29417
(843) 747-4100
Fax # (843) 747-5238

Imorex, Inc. DBA
Brook Hill Electrical & Traffic Signal
Hud Marston
P.O. Box 15725
Richmond, Virginia 23227
(804) 795-2600
Fax# (804) 795-1300

Lanford Brother's Co., Inc.
(Kirk-Neal, Inc.)
Ronny Neal
P.O. 7330
Roanoke, Virginia 24019
(540) 992-2140
Fax# (540) 992-2139

Maztec North America
Terry Carter
520 East Russell Street
Fayetteville, NC 28301
(910) 321-2811
Fax# (910) 321-2813

APPENDIX F – LOGO SIGNING CONTRACTORS

M&M Signs & Awnings, Inc.
Cindy Vipperman
1465 Ladonia Church Road
Mt. Airy, NC 27030
(336) 352-4300
Fax # (336) 352-3530

N. H. Stone, Inc.
Fred Clark
P.O. Box 239
Sharpsburg, Kentucky 40374
(606) 247-2311
Fax# (606) 247-2153

Rite Lite Signs, Inc.
David Catchpole
199 Wilshire Dr.
Concord, N.C. 28025
(704) 788-7097
Fax # (704) 788-7091

Service Electric Corporation
of Virginia
Jim Alexander
P.O. Box 14004
Chesapeake, Virginia 23324
(757) 543-1340
Fax# (757) 543-1142

Signs Unlimited
Pat Schackelford
P.O. Box 7364
Charlotte, North Carolina 28241
(704) 376-0315
Fax# (803) 548-7138

T & H Electrical Corporation
David Farmer
P.O. Box 1429
Wilson, N. C. 27894-1429
(252) 291-7132
Fax # (252) 291-0525

Viasys Systems, Inc.
Phillip Elmore
6201 Westgate Road
Suite 100, Building 5
Raleigh, NC 27613
(919) 782-7732
Fax # (919) 782-7736

Viasys Systems, Inc.
Phillip Elmore
7750 Professional Place
Tampa, Florida 33637
(813) 985-0003
Fax# (813) 988-3235

Viasys Systems, Inc.
Kevin Reichart
925 Professional Place
Chesapeake, Virginia 23320
(757) 436-7060
Fax# (757) 436-5876

Waring Signs
Al Waring
4529B Highway 17 S.
New Bern, NC 28562
(252)635-2848
Fax# (252)635-2848

Wright Brothers Construction Co., Inc.
Steve Wright
P.O. Box 437
Charleston, Tennessee 37310
(423) 336-2261
Fax# (423) 336-2079

APPENDIX H

Listing of Logo Coordinators

APPENDIX H – LISTING OF LOGO COORDINATORS

Division Logo and TODS Program Coordinators

Division	Counties	Division Coordinator	Division Office	Phone Number	Courier Service Number
Division 1	Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Northhampton, Pasquotank, Perquimans, Tyrrell, Washington	J. (Jason) Davidson	Edenton	(252)482-7977	10-51-02
Division 2	Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico, Pitt	Mary V. Moore, PE	Greenville	(252)830-3490	01-44-25
Division 3	Brunswick, Duplin, New Hanover, Onslow, Pender, Sampson	R.H. (Bob) Hammond	Castle Hayne (Wilm.)	(910)341-0300	04-08-02
Division 4	Edgecombe, Halifax, Johnston, Nash, Wayne, Wilson	R. (Bob) T. Moore	Wilson	(252)237-6164	01-53-26
Division 5	Durham, Franklin, Granville, Person, Vance, Wake, Warren	Frank Carpenter	Durham	(919)560-6856	17-27-03
Division 6	Bladen, Columbus, Cumberland, Harnett, Robeson	T.R. (Tom) Hay	Fayetteville	(910)486-1493	14-55-24
Division 7	Alamance, Caswell, Guilford, Orange, Rockingham	L.W. (Larry) Lashley	Greensboro	(336)334-3192	02-16-44
Division 8	Chatham, Hoke, Lee, Montgomery, Moore, Randolph, Richmond, Scotland	David Willett (Acting)	Carthage	(910)947-3930	03-40-03
Division 9	Davidson, Davie, Forsyth, Rowan, Stokes	Steve Hambacher	Winston-Salem	(336)703-6500	13-12-04
Division 10	Anson, Cabarrus, Mecklenburg, Stanly, Union	Hubert Furr	Albemarle	(704)982-0101	03-21-01
Division 11	Alleghany, Ashe, Avery, Caldwell, Surry, Watauga, Wilkes, Yadkin	C. (Chris) Brown	N. Wilkesboro	(336)667-9111	15-13-32
Division 12	Alexander, Catawba, Cleveland, Gaston, Iredell, Lincoln	S. (Steve) Hefner	Shelby	(704)480-9020	06-53-03
Division 13	Buncombe, Burke, Madison, McDowell, Mitchell, Rutherford, Yancey	J.E. (Jim) Harris	Asheville	(828)251-6171	12-60-02
Division 14	Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Polk, Swain, Transylvania	M. (Mike) Buchanan	Sylva	(828)631-1154	08-23-15

APPENDIX I

BSIP County Codes

APPENDIX I – BSIP COUNTY CODES

County	Division	District	BSIP Code	Old Code
ALAMANCE	07	1	001	047
ALEXANDER	12	2	002	078
ALLEGHANY	11	1	003	070
ANSON	10	3	004	065
ASHE	11	3	005	071
AVERY	11	2	006	072
BEAUFORT	02	1	007	015
BERTIE	01	2	008	001
BLADEN	06	3	009	042
BRUNSWICK	03	3	010	023
BUNCOMBE	13	2	011	084
BURKE	13	1	012	085
CABARRUS	10	1	013	066
CALDWELL	11	2	014	073
CAMDEN	01	1	015	002
CARTERET	02	2	016	016
CASWELL	07	3	017	048
CATAWBA	12	2	018	079
CHATHAM	08	1	019	052
CHEROKEE	14	3	020	091
CHOWAN	01	3	021	003
CLAY	14	3	022	092
CLEVELAND	12	1	023	080
COLUMBUS	06	3	024	043
CRAVEN	02	2	025	017
CUMBERLAND	06	2	026	044
CURRITUCK	01	1	027	004

APPENDIX I – BSIP COUNTY CODES

County	Division	District	BSIP Code	Old Code
DARE	01	1	028	005
DAVIDSON	09	1	029	060
DAVIE	09	2	030	061
DUPLIN	03	2	031	024
DURHAM	05	2	032	035
EDGECOMBE	04	1	033	029
FORSYTH	09	2	034	062
FRANKLIN	05	3	035	036
GASTON	12	1	036	081
GATES	01	1	037	006
GRAHAM	14	3	038	093
GRANVILLE	05	2	039	037
GREENE	02	3	040	018
GUILFORD	07	2	041	049
HALIFAX	04	1	042	030
HARNETT	06	2	043	045
HAYWOOD	14	2	044	094
HENDERSON	14	1	045	095
HERTFORD	01	2	046	007
HOKE	08	2	047	053
HYDE	01	3	048	008
IREDELL	12	2	049	082
JACKSON	14	2	050	096
JOHNSTON	04	3	051	031
JONES	02	3	052	019
LEE	08	2	053	054
LENOIR	02	3	054	020

APPENDIX I – BSIP COUNTY CODES

County	Division	District	BSIP Code	Old Code
LINCOLN	12	1	055	083
MACON	14	3	056	097
MADISON	13	2	057	086
MARTIN	01	3	058	009
MCDOWELL	13	1	059	087
MECKLENBURG	10	2	060	067
MITCHELL	13	1	061	088
MONTGOMERY	08	3	062	055
MOORE	08	2	063	056
NASH	04	2	064	032
NEW HANOVER	03	3	065	025
NORTHAMPTON	01	2	066	010
ONSLOW	03	1	067	026
ORANGE	07	1	068	050
PAMLICO	02	2	069	021
PASQUOTANK	01	1	070	011
PENDER	03	1	071	027
PERQUIMANS	01	1	072	012
PERSON	05	2	073	038
PITT	02	1	074	022
POLK	14	1	075	098
RANDOLPH	08	1	076	057
RICHMOND	08	3	077	058
ROBESON	06	1	078	046
ROCKINGHAM	07	3	079	051
ROWAN	09	1	080	063
RUTHERFORD	13	1	081	089

APPENDIX I – BSIP COUNTY CODES

County	Division	District	BSIP Code	Old Code
SAMPSON	03	2	082	028
SCOTLAND	08	3	083	059
STANLY	10	1	084	068
STOKES	09	2	085	064
SURRY	11	1	086	074
SWAIN	14	2	087	099
TRANSYLVANIA	14	1	088	100
TYRRELL	01	3	089	013
UNION	10	3	090	069
VANCE	05	3	091	039
WAKE	05	1	092	040
WARREN	05	3	093	041
WASHINGTON	01	3	094	014
WATAUGA	11	2	095	075
WAYNE	04	3	096	033
WILKES	11	3	097	076
WILSON	04	2	098	034
YADKIN	11	1	099	077
YANCEY	13	2	100	090
STATEWIDE	17	0	997	0SW

APPENDIX J

Cities/Towns with Populations Equal to or Greater Than 40,000

APPENDIX J – CITIES/TOWNS WITH POPULATIONS EQUAL TO OR GREATER THAN 40,000

City/Town	Population
Charlotte	540,828
Raleigh	276,093
Greensboro	223,891
Durham	187,035
Winston-Salem	185,776
Fayetteville	121,015
Cary	94,536
High Point	85,839
Wilmington	75,838
Asheville	68,889
Jacksonville	66,715
Gastonia	66,277
Greenville	60,476
Concord	55,977
Rocky Mount	55,893
Chapel Hill	48,715
Burlington	44,917
Wilson	44,405

Source: 2000 US Census Bureau

APPENDIX K

Logo WBS Elements

APPENDIX K – LOGO WBS ELEMENTS

Division 1	36111.1.1
Division 2	36111.1.2
Division 3	36111.1.3
Division 4	36111.1.4
Division 5	36111.1.5
Division 6	36111.1.6
Division 7	36111.1.7
Division 8	36111.1.8
Division 9	36111.1.9
Division 10	36111.1.10
Division 11	36111.1.11
Division 12	36111.1.12
Division 13	36111.1.13
Division 14	36111.1.14

APPENDIX L

Typical Interchange Layout for Logo Signing

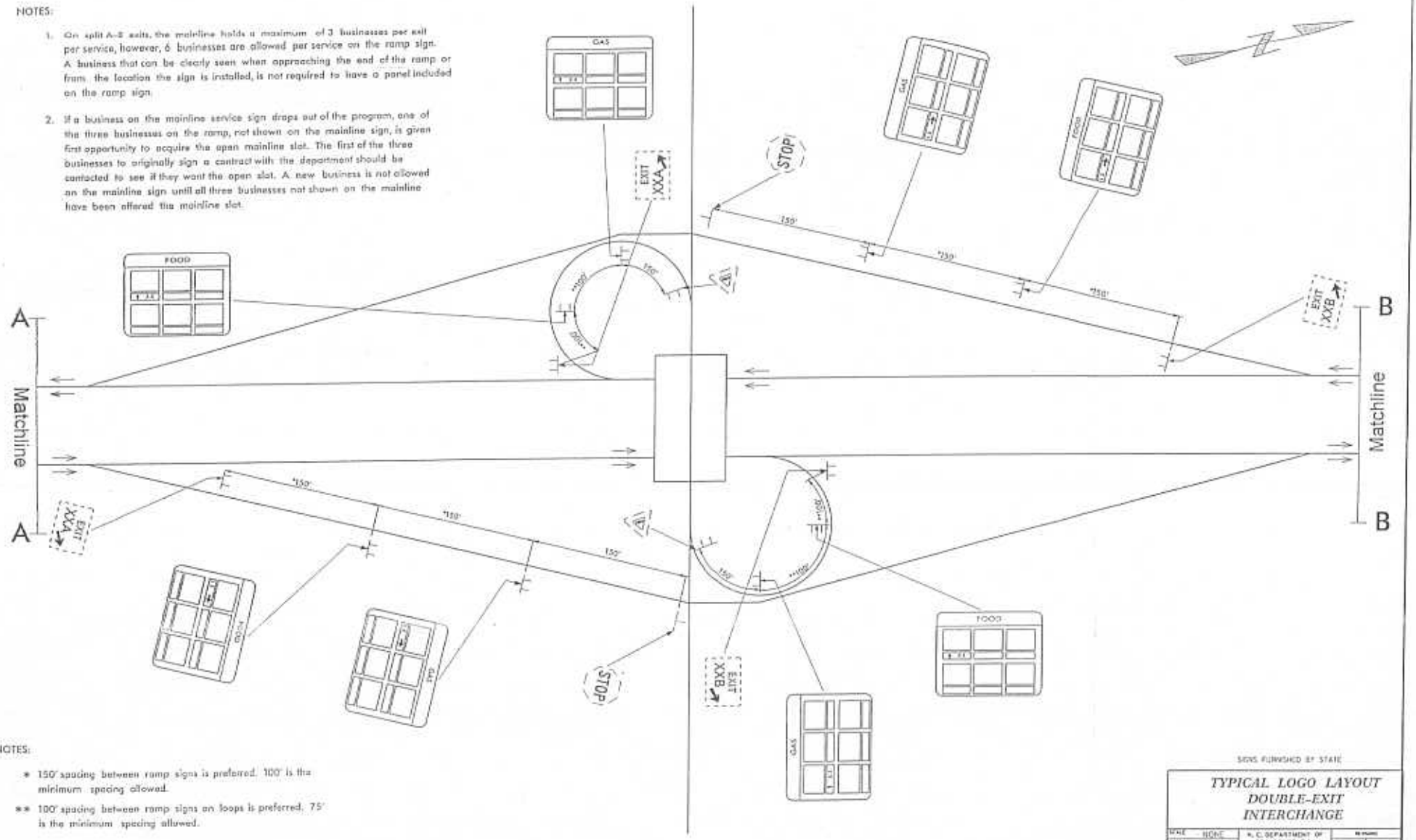
- Layout for Double Exit Interchange
- Logo Ramp/Loop Option
- Layout for Diamond Interchange

LOGO NO.	SHEET NO.
L-XX-XXX-EXXX	1 OF 3

NOTES:

1. On split A-B exits, the mainline holds a maximum of 3 businesses per exit per service, however, 6 businesses are allowed per service on the ramp sign. A business that can be clearly seen when approaching the end of the ramp or from the location the sign is installed, is not required to have a panel included on the ramp sign.

2. If a business on the mainline service sign drops out of the program, one of the three businesses on the ramp, not shown on the mainline sign, is given first opportunity to acquire the open mainline slot. The first of the three businesses to originally sign a contract with the department should be contacted to see if they want the open slot. A new business is not allowed on the mainline sign until all three businesses not shown on the mainline have been offered the mainline slot.



NOTES:

* 150' spacing between ramp signs is preferred. 100' is the minimum spacing allowed.

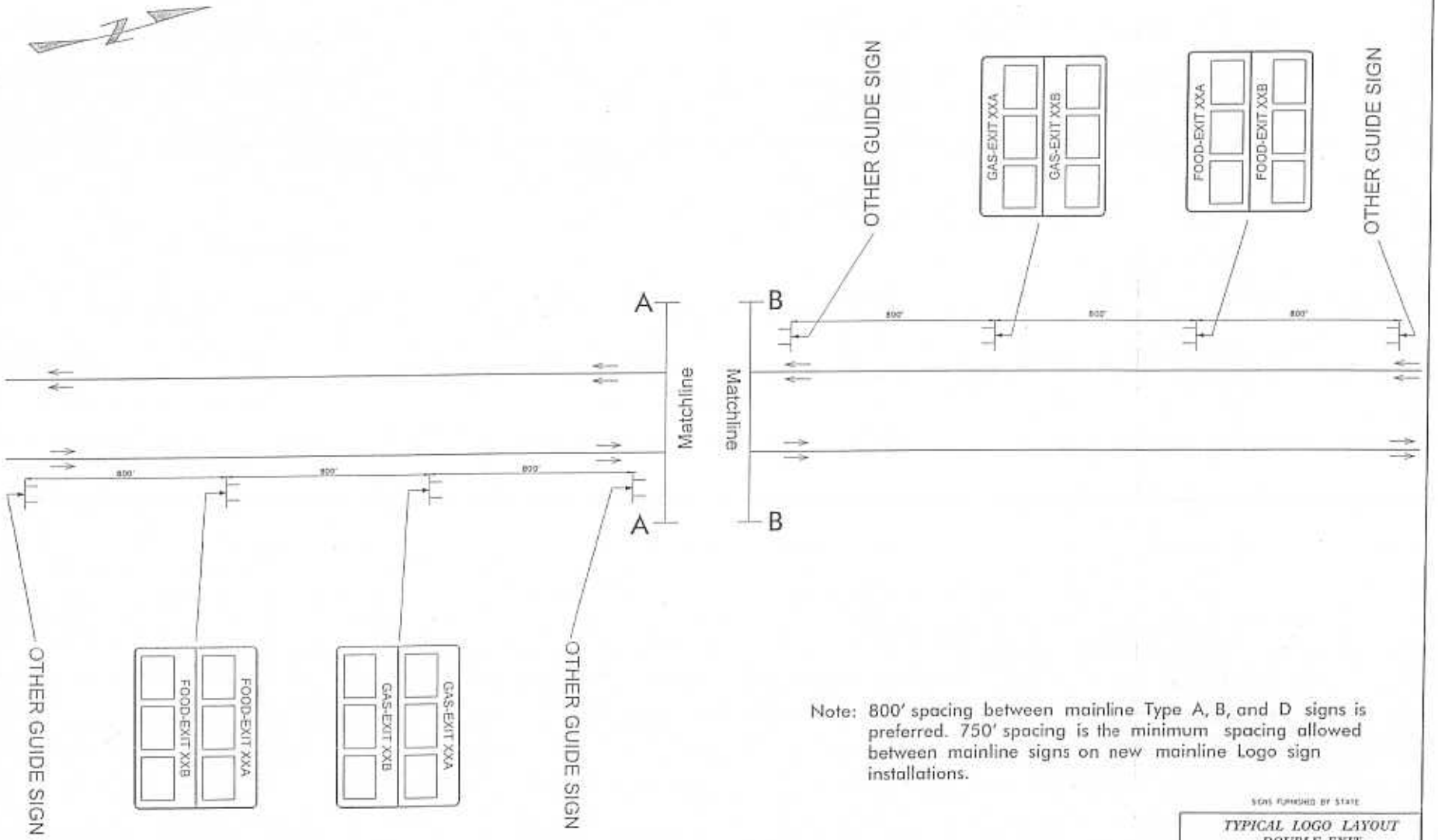
** 100' spacing between ramp signs on loops is preferred. 75' is the minimum spacing allowed.

SIGNS FURNISHED BY STATE

TYPICAL LOGO LAYOUT
DOUBLE-EXIT
INTERCHANGE

SCALE NONE	N. C. DEPARTMENT OF TRANSPORTATION	REVISIONS
DATE 6-04	DIVISION OF HIGHWAYS	
DRAWN BY BSESSONS	TRAFFIC ENGINEERING BRANCH	
DESIGN BY		
APPROVED TJC		

LOGO NO. 5-XX-XXX-XXXX | SHEET NO. 2 OF 3



Note: 800' spacing between mainline Type A, B, and D signs is preferred. 750' spacing is the minimum spacing allowed between mainline signs on new mainline Logo sign installations.

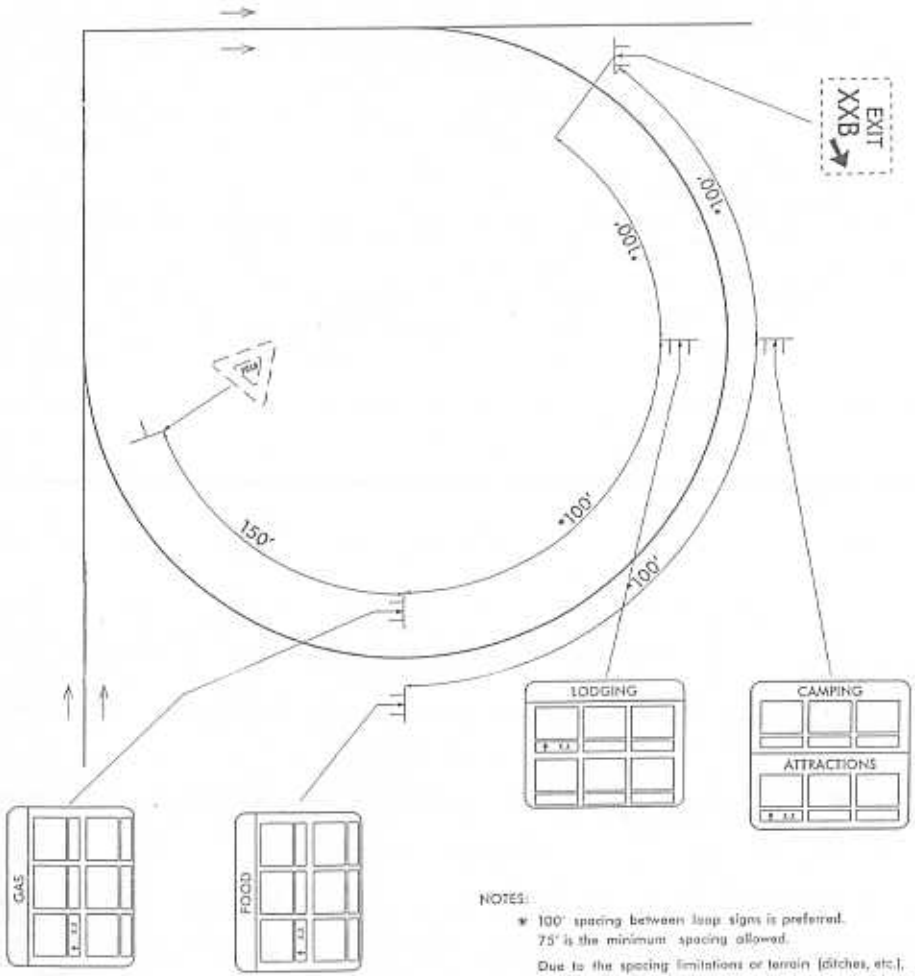
SIGNS FURNISHED BY STATE

TYPICAL LOGO LAYOUT
DOUBLE-EXIT
INTERCHANGE

SCALE	NONE	N. C. DEPARTMENT OF TRANSPORTATION	REVISIONS
DATE	6-04	DIVISION OF HIGHWAYS	
DWG. BY	BSESSOMS	TRAFFIC ENGINEERING BRANCH	
DESIGN BY			
APPROVED	TLC		

LOGO NO.	SHEET NO.
L-XX-XXX-EXXX	1 OF 1

Loop Option

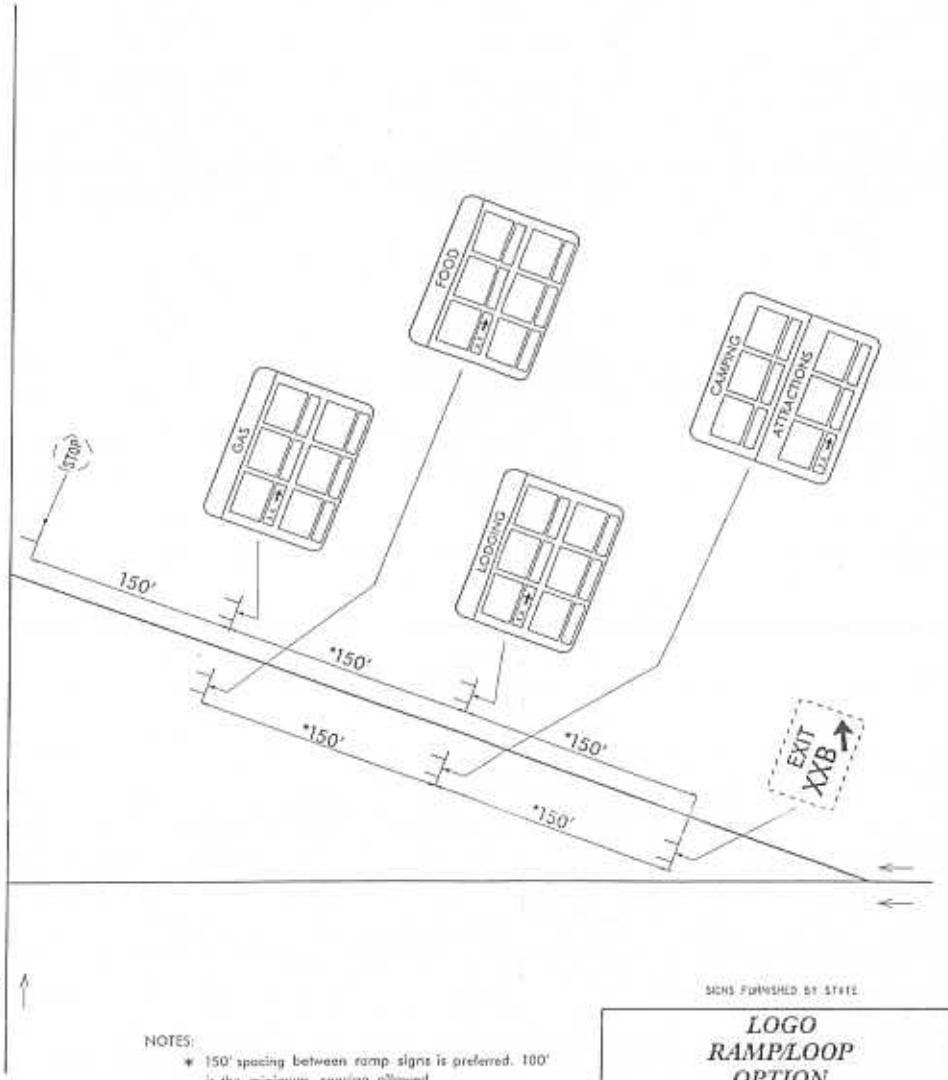


NOTES:

* 100' spacing between loop signs is preferred. 75' is the minimum spacing allowed.

Due to the spacing limitations or terrain (ditches, etc.), ramp/loop Logo signs may be installed on both sides or either side of the ramp.

Ramp Option



NOTES:

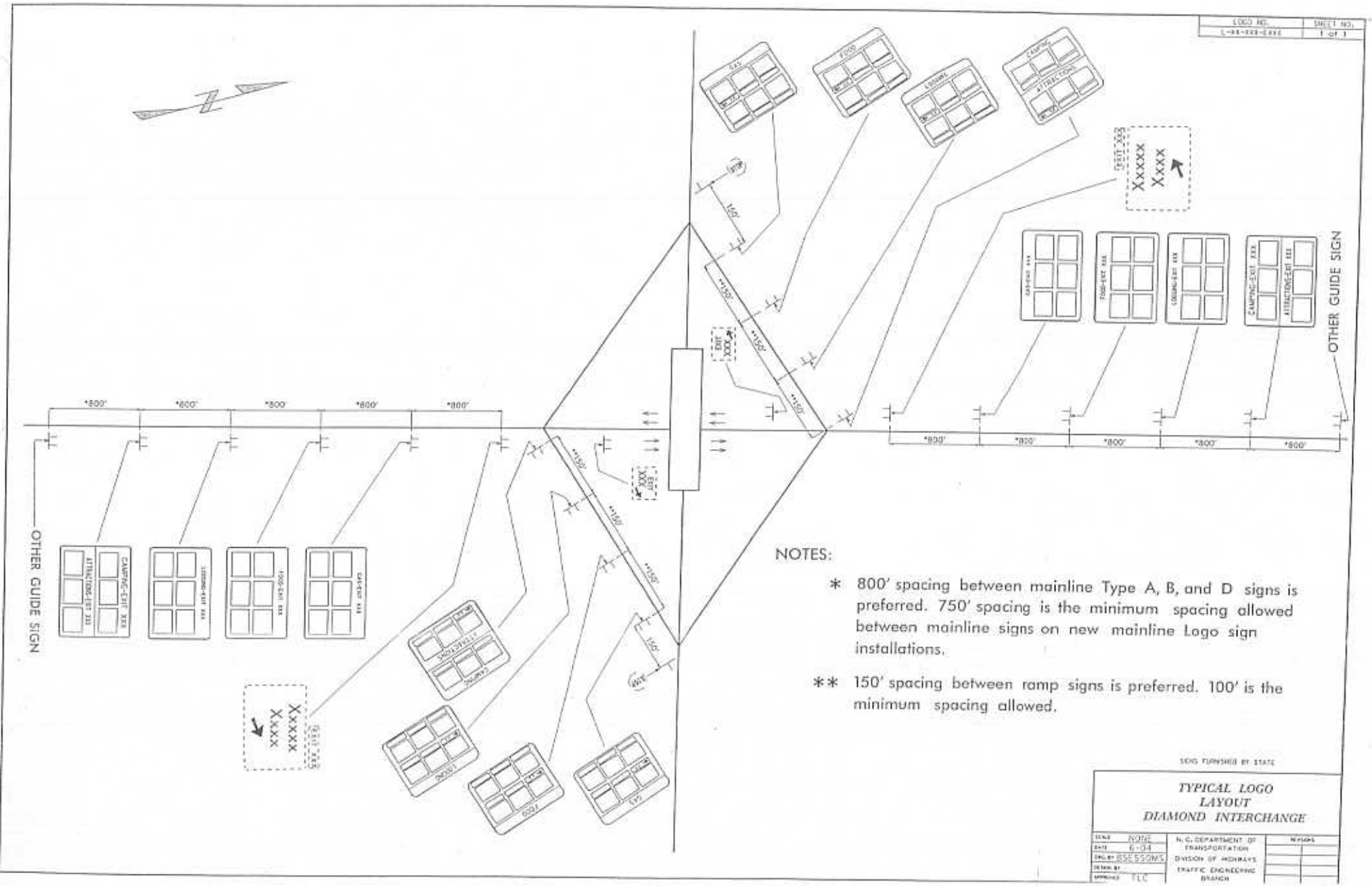
* 150' spacing between ramp signs is preferred. 100' is the minimum spacing allowed.

Due to the spacing limitations or terrain (ditches, etc.), ramp/loop Logo signs may be installed on both sides or either side of the ramp.

SIGNS FURNISHED BY STATE

LOGO RAMP/LOOP OPTION

SCALE	NONE	N. C. DEPARTMENT OF TRANSPORTATION	REVISIONS
DATE	7-08	DIVISION OF HIGHWAYS	
DRAWN BY	BSESSOMS	TRAFFIC ENGINEERING BRANCH	
DESIGN BY			
APPROVED			



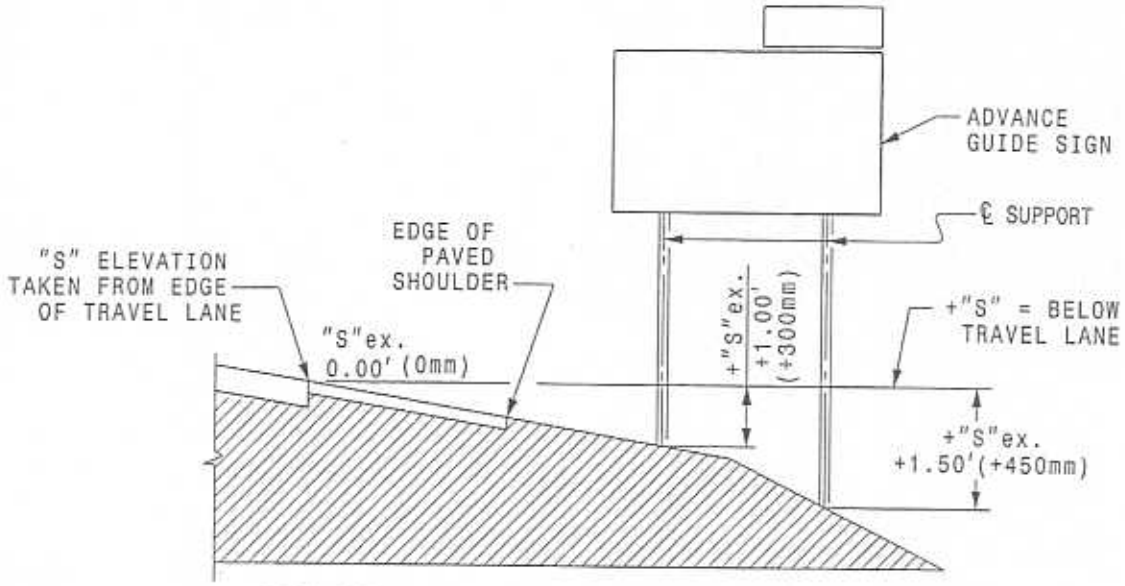
NOTES:

* 800' spacing between mainline Type A, B, and D signs is preferred. 750' spacing is the minimum spacing allowed between mainline signs on new mainline Logo sign installations.

** 150' spacing between ramp signs is preferred. 100' is the minimum spacing allowed.

APPENDIX M

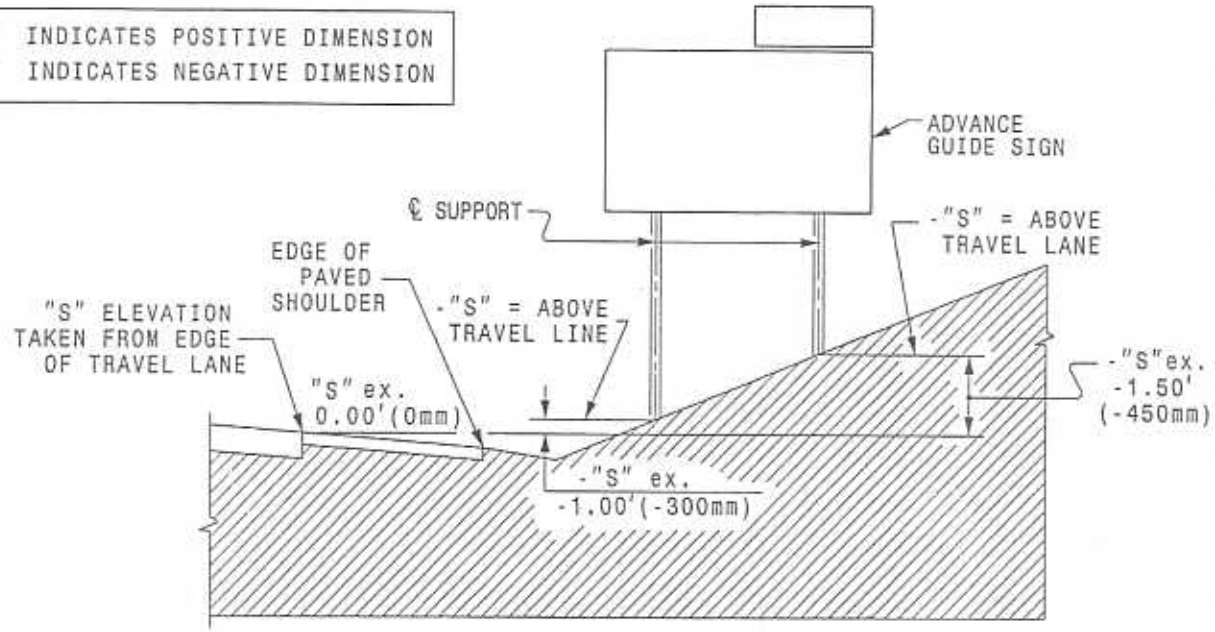
Internal "S" Dimension Worksheets



BELOW THE TRAVEL LANE ELEVATION

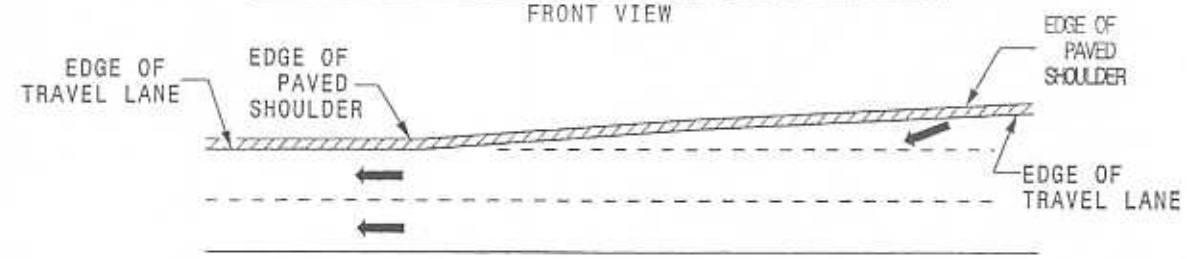
FRONT VIEW

+"S" INDICATES POSITIVE DIMENSION
-"S" INDICATES NEGATIVE DIMENSION



ABOVE THE TRAVEL LANE ELEVATION

FRONT VIEW



ROADWAY

TOP VIEW

NOTES:

1. MAXIMUM -"S" DISTANCE CAN NOT EXCEED -3.00'(-900mm)
2. FOR GROUND MOUNTED SIGNS THE OFFSET IS FROM THE EDGE OF TRAVEL LANE NOT THE EDGE OF PAVED SHOULDER.

VERIFICATION OF GROUND MOUNTED SIGNS

RIGHT SHOULDER

PROJECT NO.: _____

SIGN NO.: _____

STA. NO.: _____

RIGHT _____

LEFT _____

B/A: _____

SIMPLE: _____

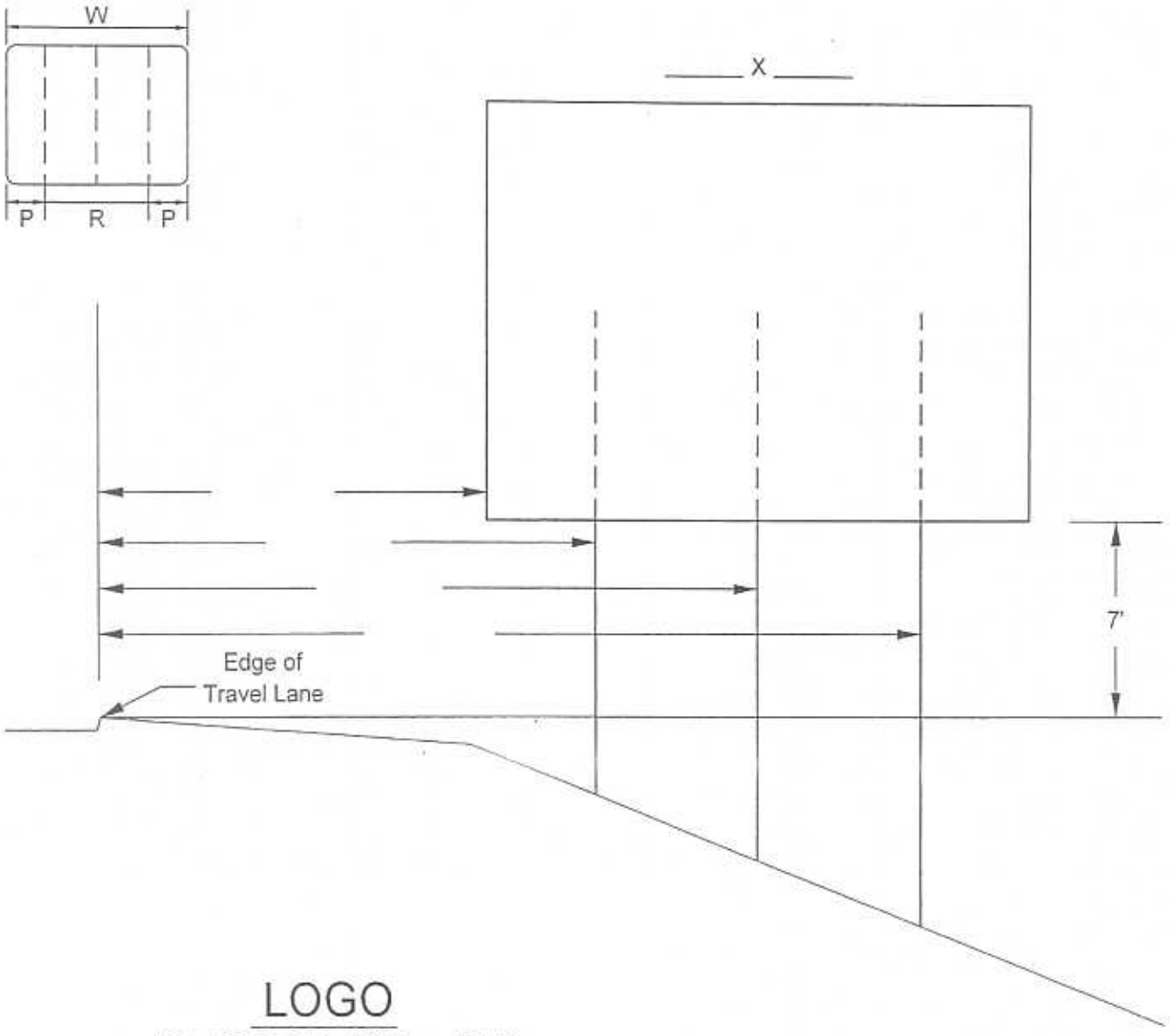
COUNTY: _____

WIND VELOCITY: _____

SIGN HEIGHT: _____

SIGN WIDTH: _____

AREA: _____



LOGO

180 x 120 MainLine 30' Max - 18' Min
P=3'-1.5" (3.13') R=8'-9" (8.75')
P+R=11'-10.5" (11.88')

90 x 72 Ramp 18' Max - 14' Min
P=1'-6.5" (1.54') R=4'-5" (4.42')
P+R=5'-11.5" (5.96')

_____ SL=

_____ Sc=

_____ SR=

LEFT SHOULDER

PROJECT NO.: _____

SIGN NO.: _____

STA. NO.: _____

RIGHT _____

LEFT _____

B/A: _____

SIMPLE: _____

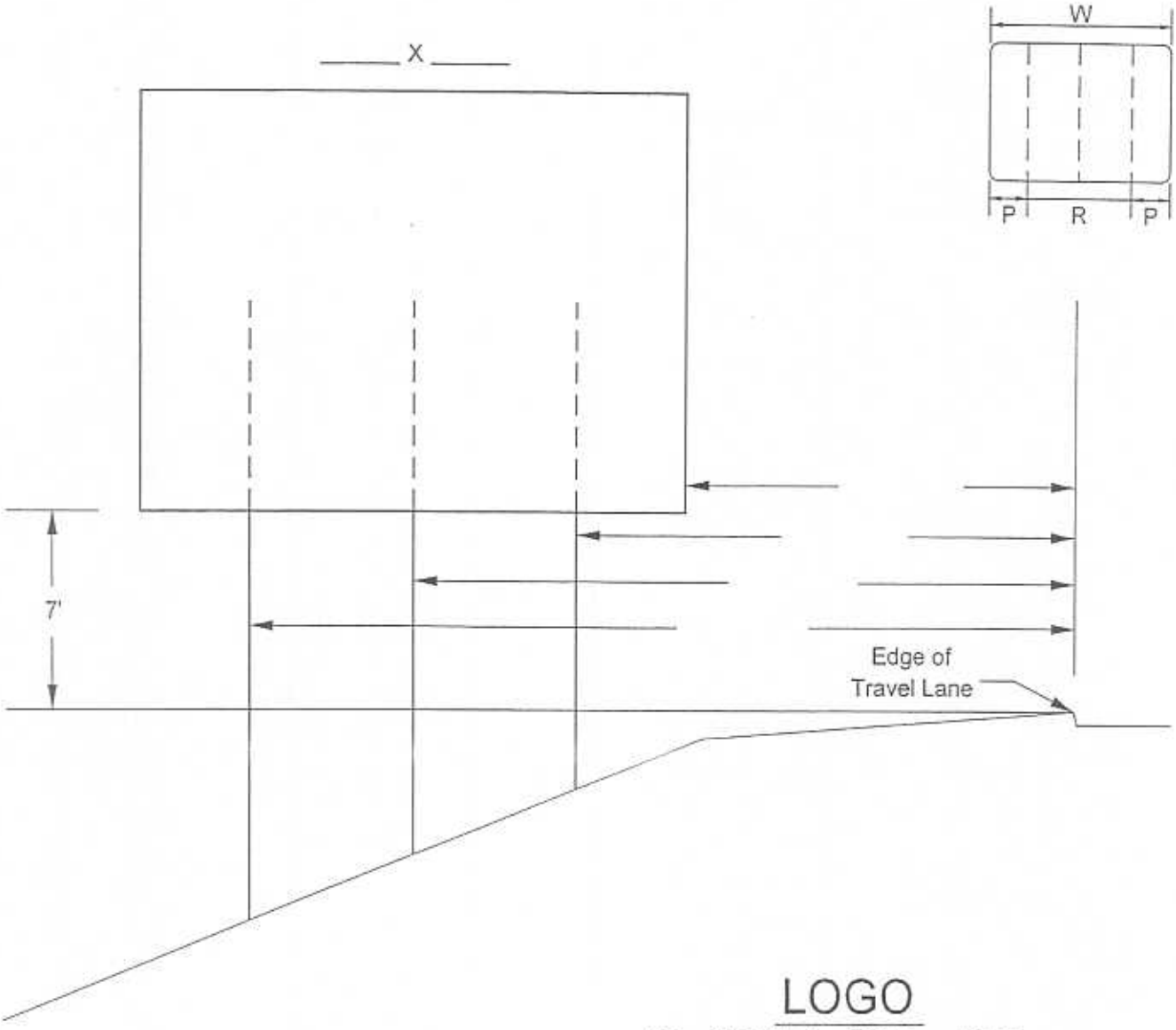
COUNTY: _____

WIND VELOCITY: _____

SIGN HEIGHT: _____

SIGN WIDTH: _____

AREA: _____



SL= _____

Sc= _____

SR= _____

LOGO

180 x 120 MainLine 30' Max - 18' Min
P=3'-1.5" (3.13') R=8'-9" (8.75')
P+R=11'-10.5" (11.88')

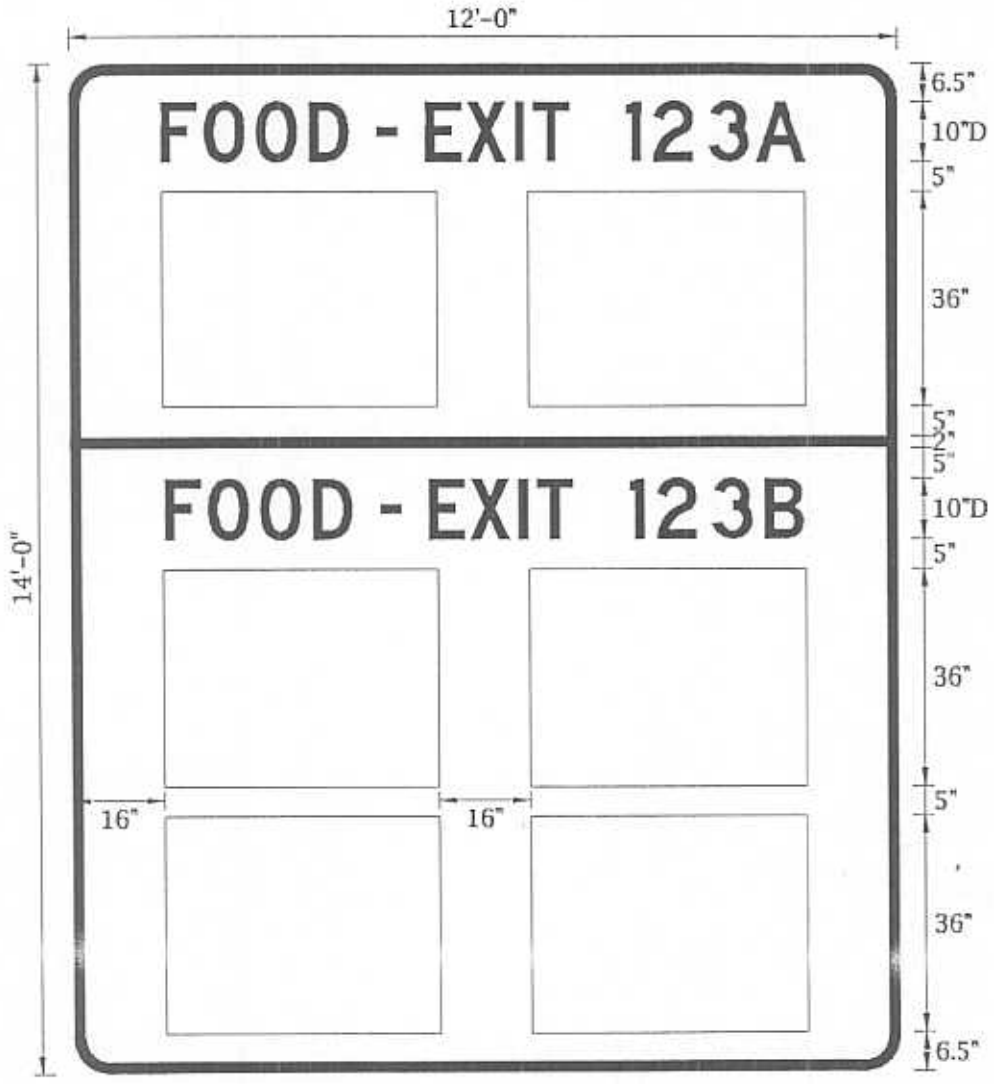
90 x 72 Ramp 18' Max - 14' Min
P=1'-6.5" (1.54') R=4'-5" (4.42')
P+R=5'-11.5" (5.96')

APPENDIX N

Non-Standard Logo Sign Designs

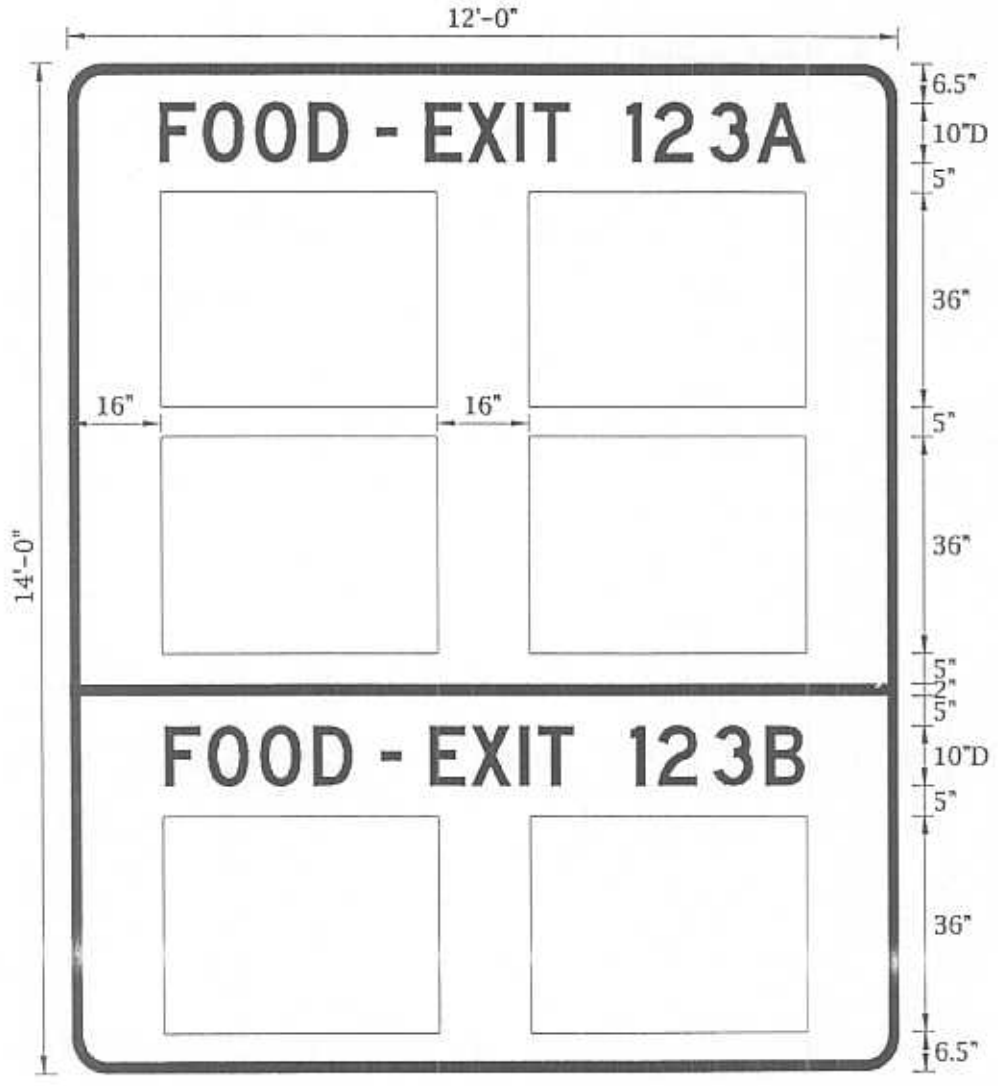
- 2/4 Split Exit Mainline Logo Sign
- 4/2 Split Exit Mainline Logo Sign
- 2/4 Combo Single Exit Mainline Logo Sign - Two Services
- 4/2 Combo Single Exit Mainline Logo Sign - Two Services
- 2/2/2 Combo Single Exit Mainline Logo Sign - Three Services
- 9 Panel Single Exit Mainline Logo Sign
- 9 Panel Ramp Logo Sign
- 3/6 Nine Panel Split Exit Mainline Logo Sign
- 6/3 Nine Panel Split Exit Mainline Logo Sign

2/4 Split Exit Mainline Logo Sign



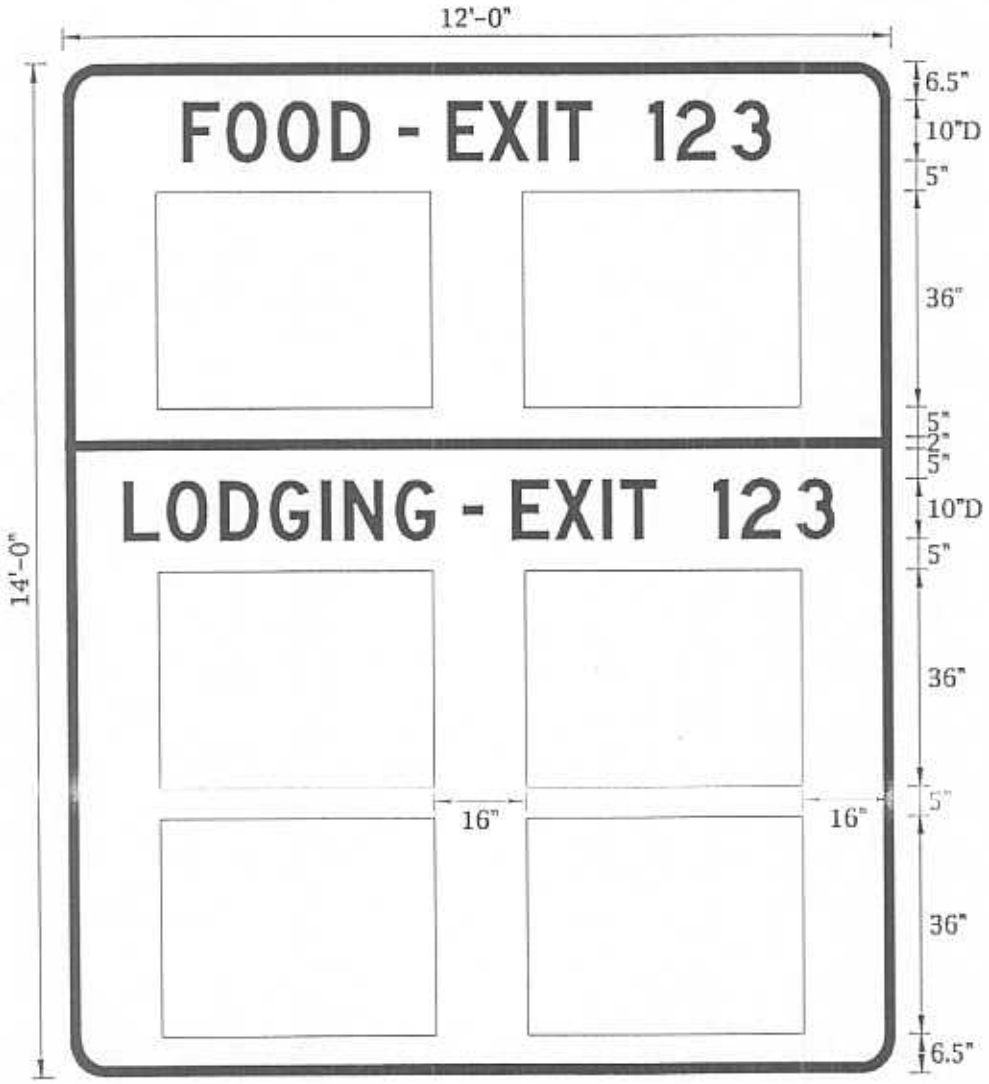
BORDER
R=6"
TH=2"

4/2 Split Exit Mainline Logo Sign



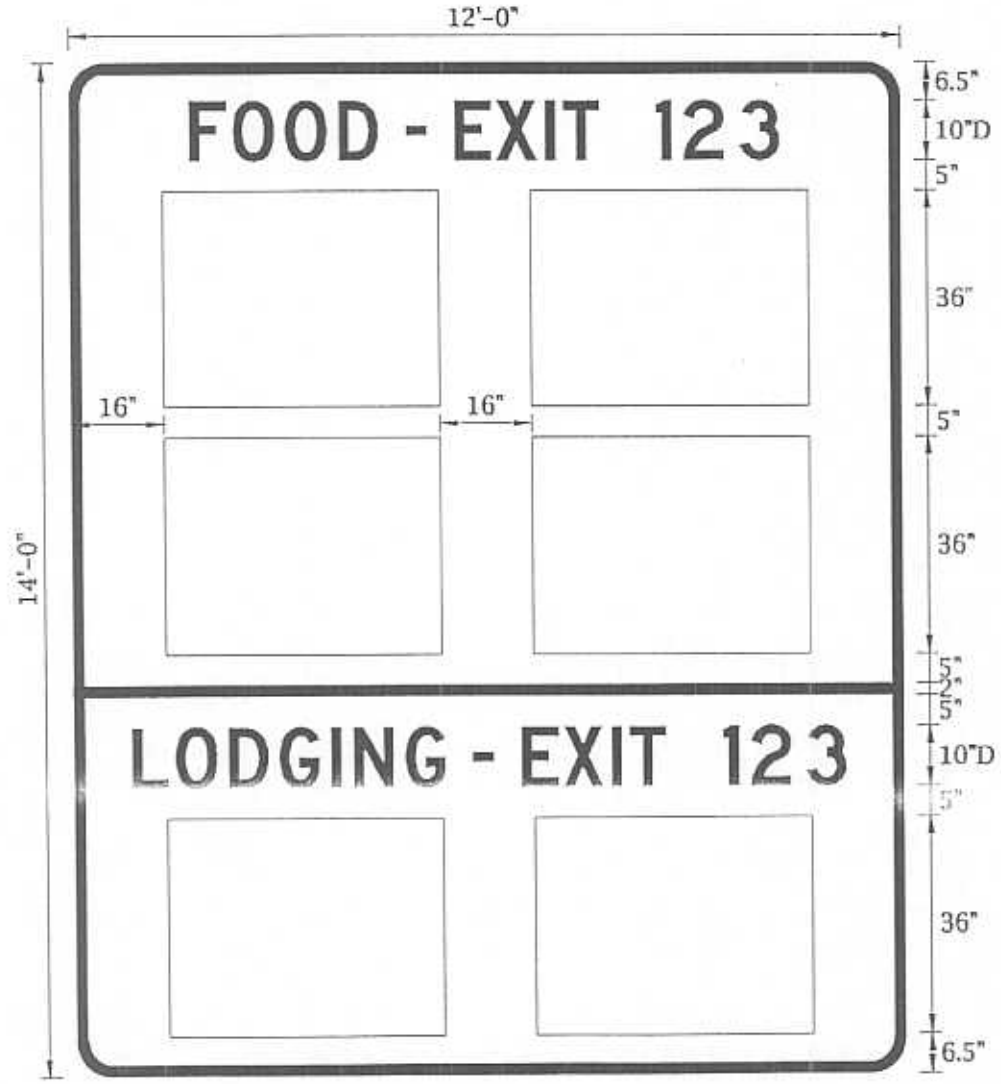
BORDER
R=6"
TH=2"

2/4 Combo Single Exit Mainline Logo Sign – Two Services



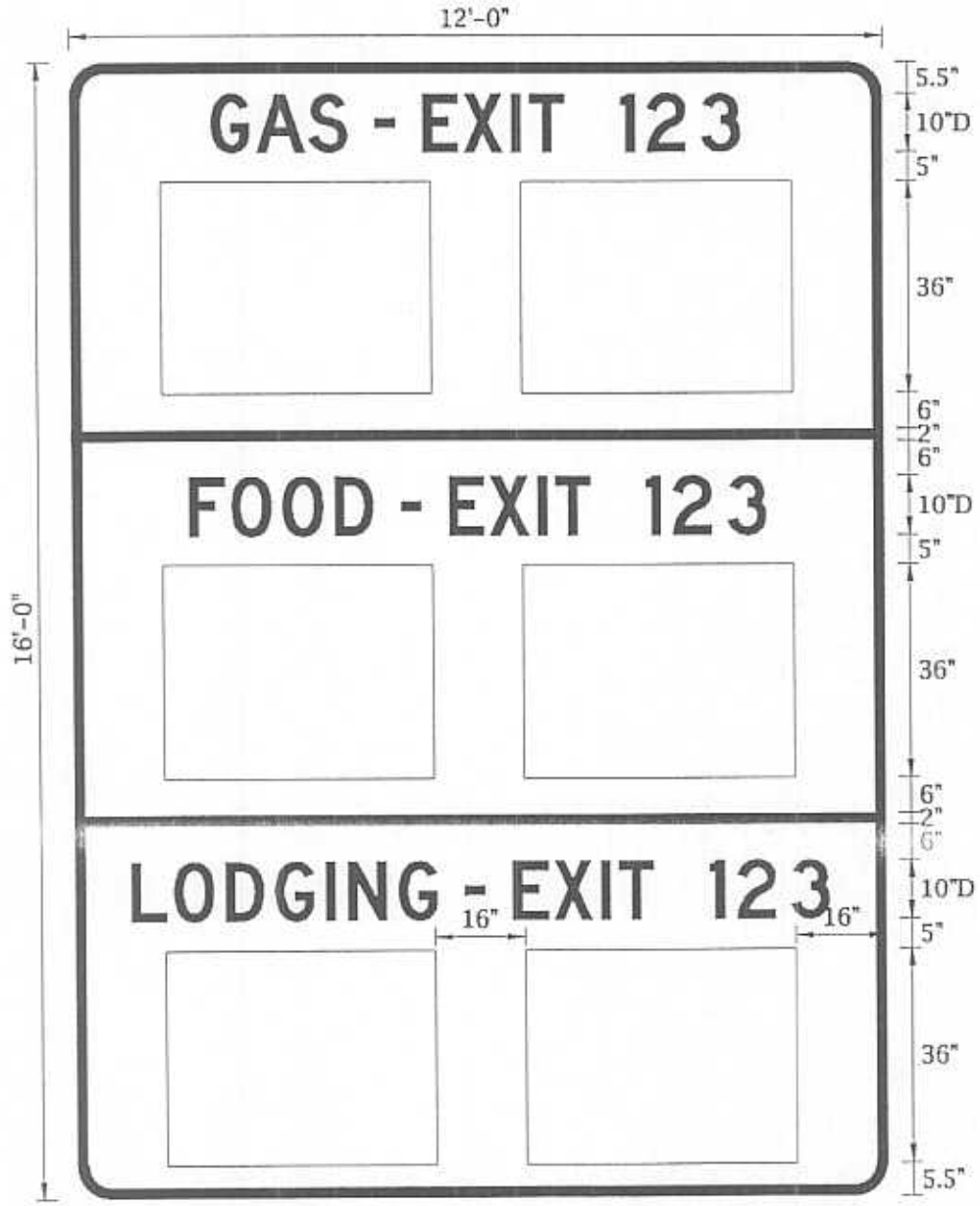
BORDER
R=6"
TH=2"

4/2 Combo Single Exit Mainline Logo Sign – Two Services



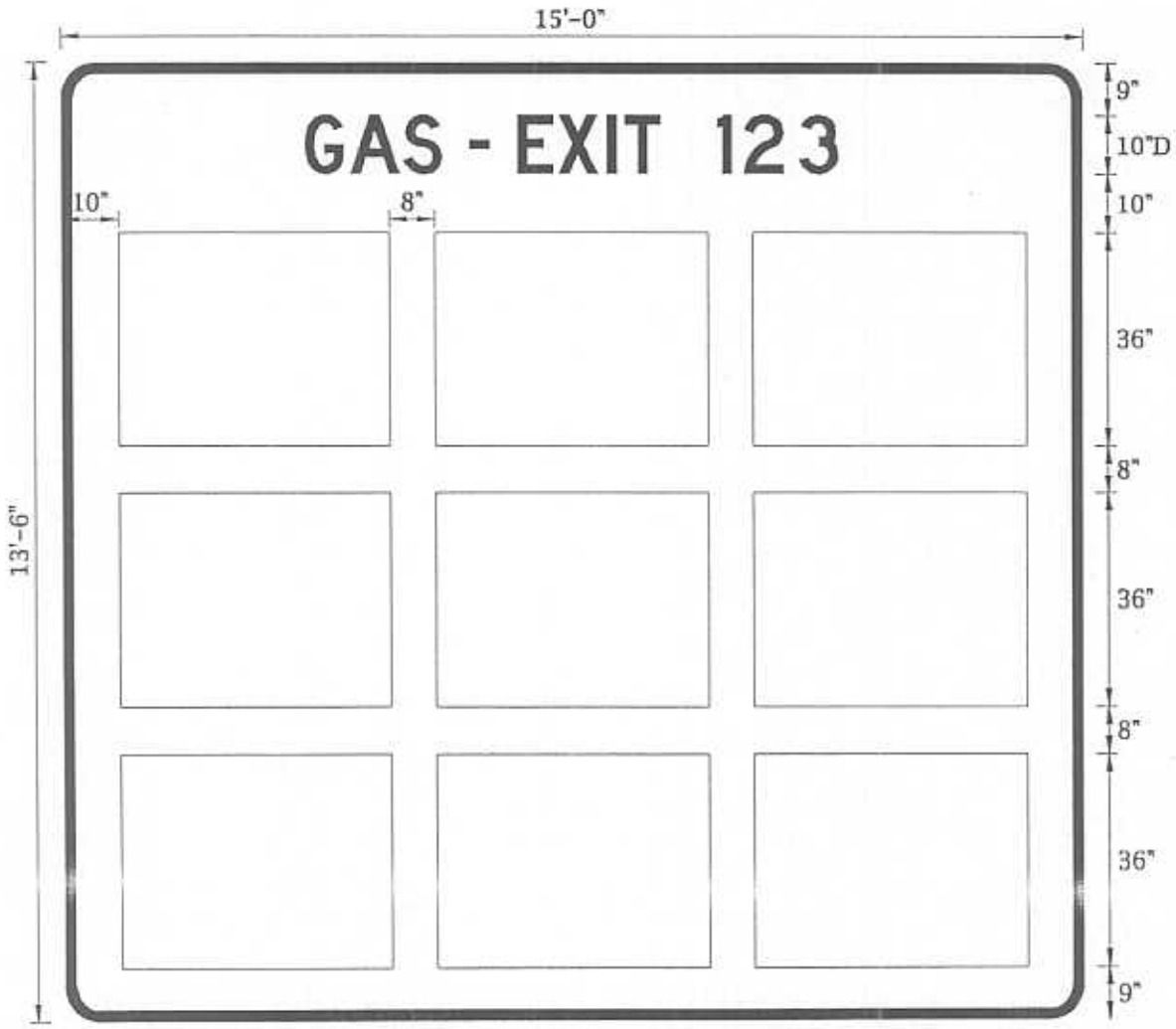
BORDER
R=6"
TH=2"

2/2/2 Single Exit Mainline Logo Sign – Three Services



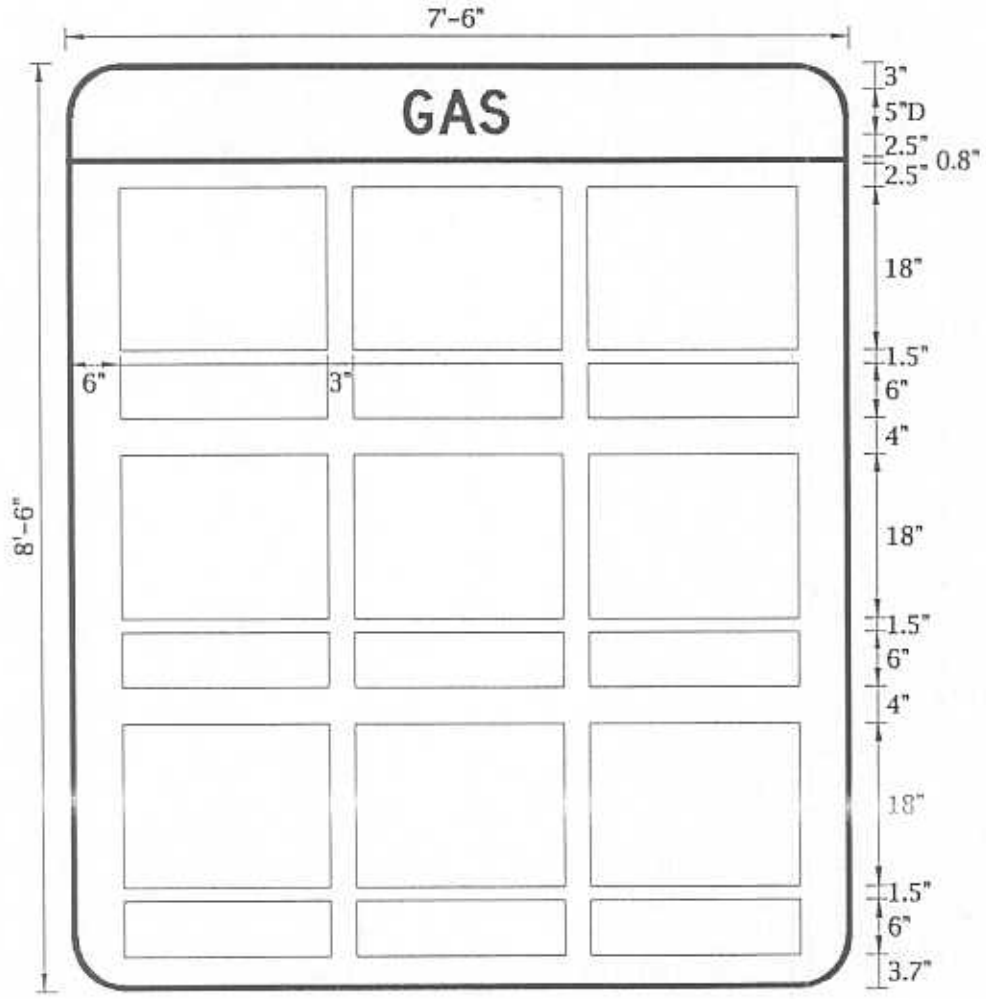
BORDER
R=6"
TH=2"

Nine Panel Single Exit Mainline Logo Sign



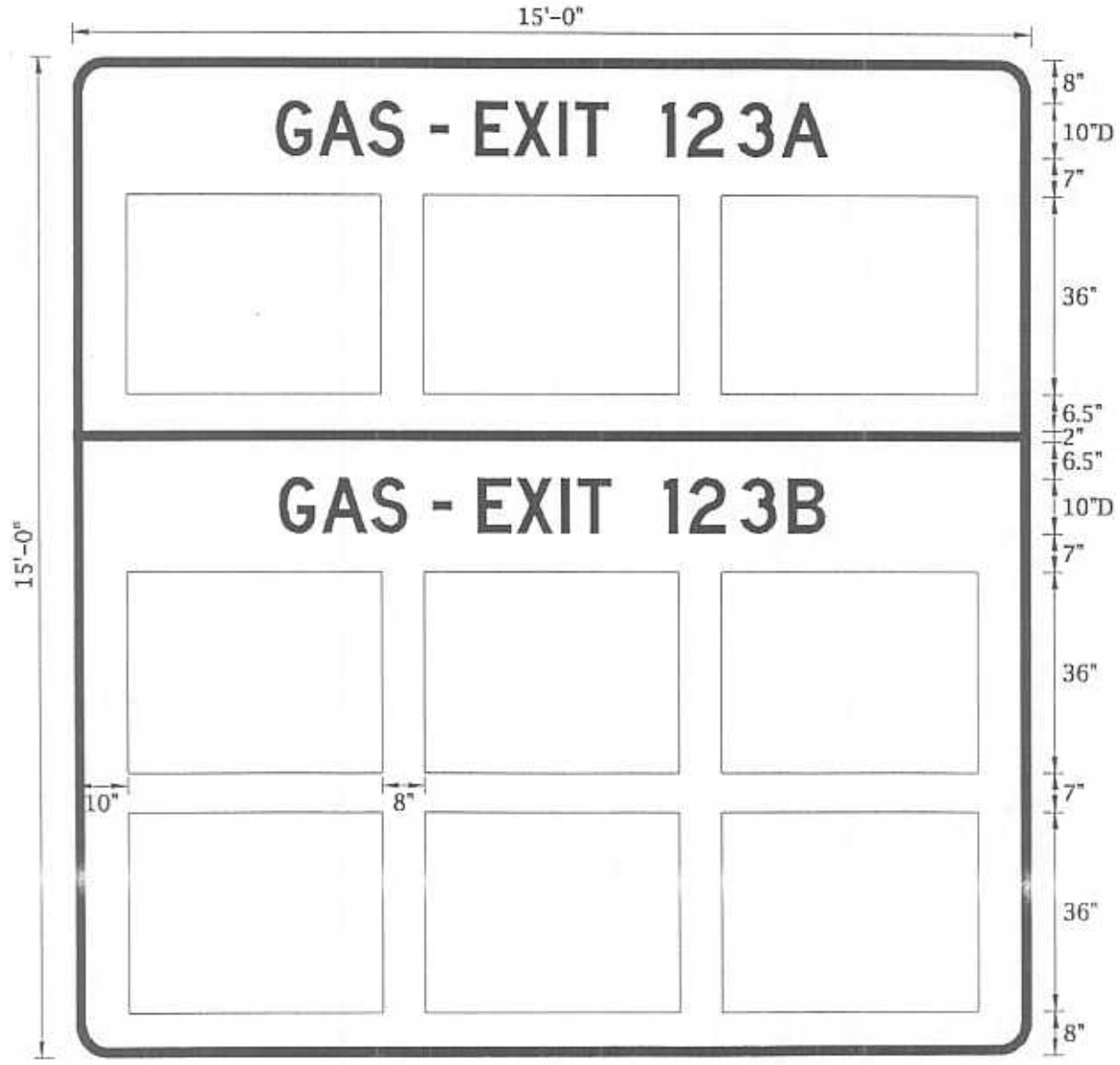
BORDER
R=6"
TH=2"

Nine Panel Ramp Logo Sign



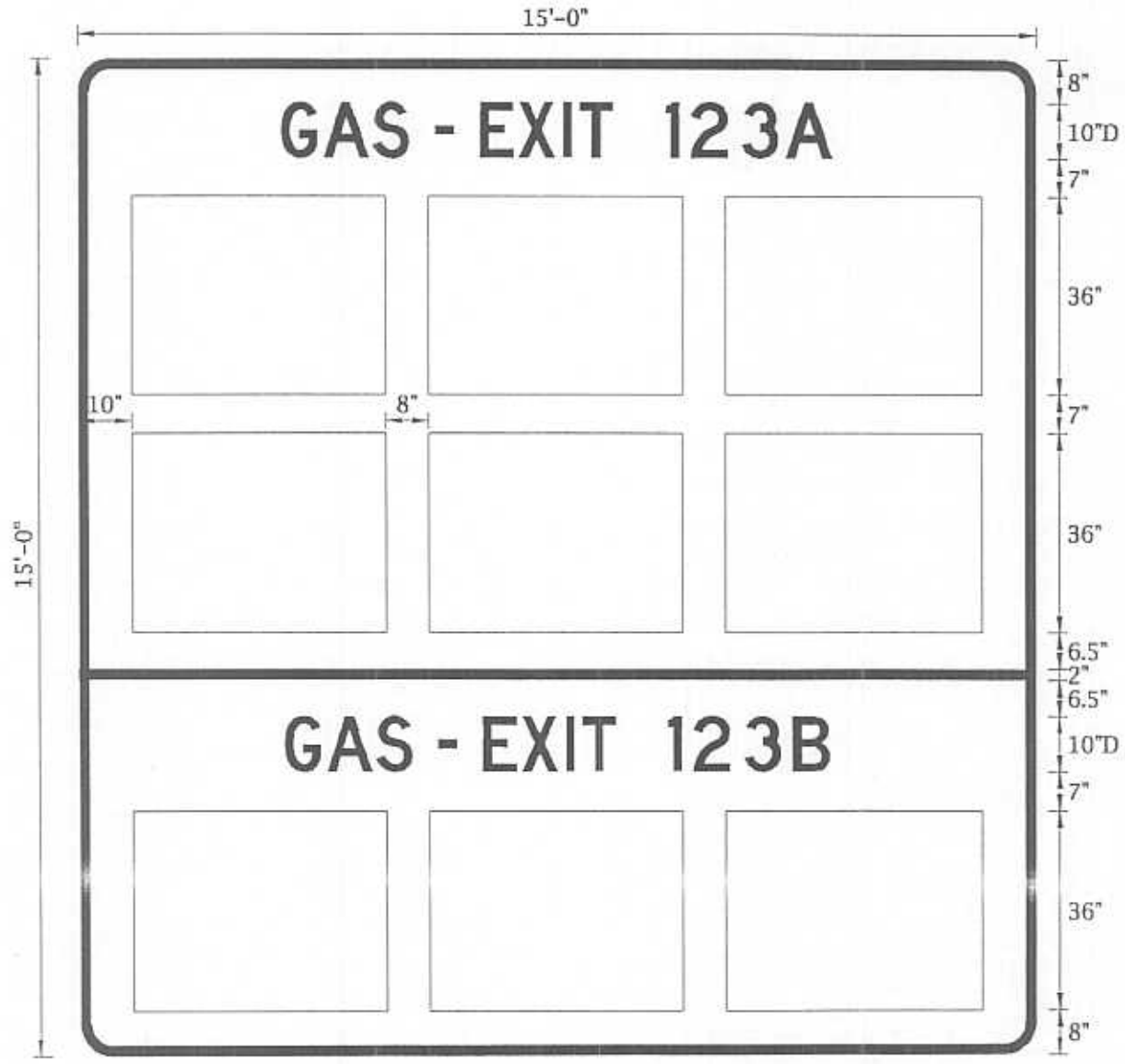
BORDER
R=6"
TH=0.75"

3/6 Nine Panel Split Exit Mainline Logo Sign



BORDER
R=6"
TH=2"

6/3 Nine Panel Split Exit Mainline Logo Sign



BORDER
R=6"
TH=2"

APPENDIX O

Examples of Logo Purchase Order Contracts

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

DIVISION 11 TRAFFIC SERVICES

PURCHASE ORDER CONTRACT PROPOSAL

DESCRIPTION: Annual Needs Purchase Order Contract for Various Signing Work To Be Performed On An As Needed Basis in Division Eleven.

BID OPENING: THURSDAY, APRIL 8, 2004 AT 10:00 A.M.

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.

NAME OF BIDDER _____ N.C. CONTRACTOR'S LICENSE NUMBER _____

ADDRESS OF BIDDER _____

RETURN BIDS TO: North Carolina Department of Transportation
Division Traffic Engineer's Office
PO Box 250
North Wilkesboro, North Carolina 28659
ATTENTION: CHRIS BROWN

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INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid 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 Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in 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.
7. The bid shall be properly executed. All bids shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Federal Identification Number
   e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
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 ENTIRE PROPOSAL WITH THE BID SHEET STILL ATTACHED (DO NOT SEPARATE) SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED DIVISION ELEVEN TRAFFIC ENGINEER'S OFFICE AT 801 STATESVILLE ROAD, NORTH WILKESBORO, NC 28659 BY 10:00 AM ON THE 8 TH DAY OF APRIL, 2004.**
12. The sealed bid must display the following statement on the front of the sealed envelope: **ANNUAL NEEDS PURCHASE ORDER CONTRACT FOR VARIOUS SIGNING WORK TO BE PERFORMED ON AN AS NEEDED BASIS IN DIVISION ELEVEN. TO BE OPENED AT 10:00 AM ON THURSDAY APRIL 8, 2004.**
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

North Carolina Department Of Transportation
Division Traffic Engineer's Office
PO Box 250
North Wilkesboro, NC 28659
ATTENTION: CHRIS BROWN

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (exclude Section 102-2 and Section 102-11) of the Standard Specifications for Roads and Structures 2002. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

STANDARD PROVISIONS

GENERAL

This contract is for various signing work to be performed on an as-needed basis in Alleghany, Ashe, Avery, Caldwell, Surry, Watauga, Wilkes, and Yadkin Counties in Division Eleven. Signing work will include, but will not be limited to, installing State-furnished signs, furnishing and installing all associated signing components and footings, and the removal and disposal of signs, including all associated signing components and footings. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation 2002 Standard Specifications for Roads and Structures (Standard Specifications), the 2002 North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

TERMS OF CONTRACT, CONTRACT TIME, AND LIQUIDATED DAMAGES

The date of availability for this project begins when contractor receives the first work request. The end time for this contract is April 30, 2005. No work will be permitted and no contract will be executed until all insurance, prerequisite conditions, and certifications have been satisfied.

The contractor shall submit his bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). The unit bid prices will be increased by five (5) percent for each one-year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing by February 1, 2005 if the contract may be extended. The Contractor must notify the Engineer in writing by February 15, 2005 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

All work will be done at the request of the Division Traffic Engineer. Notification will be made via fax or letter and will include the location of the work and a description of the work to be performed. Contractor may be required to work at multiple locations during the same time period. Each notification will be considered a separate and independent project. No project will be more than $100,000.00 worth of work.

Signs installed on steel beam supports shall be installed within sixty calendar days of notification. Signs installed on U-channel supports shall be installed within thirty days of notification. Sign to be removed shall be removed within thirty days of notification; however, the Contractor may be required to leave some existing signs in place for a longer period of time. **Liquidated damages for this contract are Three Hundred Dollars ($300.00) per calendar day per work request.**

AUTHORITY OF THE ENGINEER

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

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

INSPECTION

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

PRECONSTRUCTION CONFERENCE

Immediately after receipt of notice of award, the Engineer and the Contractor will establish a mutually agreeable time and date on which the pre-construction conference will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of work shall attend the pre-construction conference.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's Materials and Test Manual. The Engineer may reduce the frequency of sampling and testing where he

deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

SUPERVISION BY CONTRACTOR

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

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

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

TRAFFIC CONTROL AND WORK ZONE SAFETY

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

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for

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

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

All personnel working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the MUTCD.

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

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

The work covered by this provision consists of furnishing, installing, maintaining, relocation, and removing work zone traffic control devices in accordance with the plans and the North Carolina Department of Transportation Standard Specifications.

Traffic control devices shall include but not be limited to drums, cones, work zone signs (portable), and flashing arrow panels.

There will be no direct payment for traffic control, except for situations that require a lane of a freeway to be closed. Payment for closing a lane of a freeway will be made under the item "Freeway Lane Closure." The use of lane closures shall be kept to a minimum. The engineer must approve each lane closure in advance. Lane closures not approved in advance will be considered unauthorized work and will not be paid for.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility

owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

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.

LIABILITY INSURANCE

The Contractor shall obtain from an insurance company, duly authorized to do business in North Carolina, Public Liability and Property Damage Insurance to protect his company and subcontractors performing work covered under this contract from claims which may arise from operations under this contract. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the Contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

DEFAULT OF CONTRACT

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

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and if the purchase order is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the division contract authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

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

BANKRUPTCY

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

TEMPORARY SUSPENSION OF WORK

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

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

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

SPECIAL PROVISIONS

STATE-FURNISHED SIGNS

The State will furnish all signs for this project. All type D,E, and F signs will be made available to the Contractor at the North Carolina Department of Transportation Division Eleven Sign Shop in North Wilkesboro, North Carolina. The contractor may be required to pick up type A and B signs will be at the Bunn sign shop in Bunn, North Carolina.

Once the Contractor has taken possession of the sign panels, he shall be responsible for any damage and/or theft that occurs to the sign panels until the final installation is completed and they are accepted by the Engineer.

Any damages incurred by the signs while in the responsibility of the Contractor shall be acceptably repaired or otherwise corrected by the Contractor at no cost to the Department of Transportation. If requested by the Contractor, the Division of Highways will have repairs made at the Department of Corrections and deduct any associated costs from moneys due the Contractor.

A red and white label is attached to each sign crate. This label provides instructions for the handling and storing of the signs. The Contractor shall comply with these instructions.

The Contractor shall transport the signs to the project and erect the signs on supports, which he has provided and erected. The Contractor shall clean all signs prior to acceptance by the Engineer.

The Contractor shall provide all mounting hardware, consisting of, but not limited to, backing plates, mounting bolts, washers, shims, and nuts. Upon satisfactory completion of all signing items, and upon request by the Contractor, the Engineer will accept for maintenance the completed signing items.

There will be no direct payment to the contractor for picking up signs from the North Wilkesboro Sign Shop. The contractor will be paid at the contract unit price for each work request that requires him to pick up signs at the Bunn Sign Plant.

DATE OF ERECTION OF SIGNS

The Contractor shall date the erection of signs and sign assemblies using printed decals to be provided to him. The decal is designed for the date to be indicated by punching the appropriate day, month, and year numbers out of the decal using a hole

punch. The decal has a pre-adhesive back exposed by removing a peel-off liner. The Contractor shall punch a decal and neatly affix to each sign and panel in a sign assembly to show the date it was erected. In the case of multiple signs, it shall be

placed on the signs or panel nearest the roadway. A sufficient quantity of the decals to allow one to be placed on each sign and panel in an assembly will be provided to the Contractor at the time he takes possession of the State-furnished signs.

MOBILIZATION

Mobilization will be paid for each work request. Work requests may consist of multiple sign installations in various locations. Multiple trips to the work sites may be required for each work request.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. If the Contractor leaves the job, he shall provide a 48-hour notice prior to returning to the job. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

PAYMENT AND RETAINAGE

The Contractor may submit a request for payment once a work request has been completed and approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

PROSECUTION AND PROGRESS

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

The Contractor's operations are restricted to daylight hours. The Contractor shall not close any lane or obstruct traffic flow between the hours of 7:00 a.m. and 9:00 a.m. or between the hours of 4:00 p.m. and 6:00 p.m. without the consent of the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

No work may be performed on Saturdays, Sundays or Legal State Holidays. Each work request may include additional day restrictions, however, the total number of work days allowed for each work request will be in accordance with the Standard Provisions of this contract.

SEEDING AND MULCHING

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone shall be as stated below unless otherwise directed by the Engineer. Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application is adjusted to provide the same amount of plant food as a 10-20-20 analysis.

- KY 31 Tall Fescue or Alta Tall Fescue 100 pounds/acre
- Kenblue Bluegrass 15 pounds/acre
- Reliant Hard Fescue 15 pounds/acre
- Fertilizer 500 pounds/acre
- Limestone 4000 pounds/acre

All areas to be seeded and mulched shall be approved by the Engineer prior to preparing the seedbed. Work shall be in accordance with Section 1660 of the Standard Specifications.

EROSION CONTROL

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion or siltation. Silt fence and erosion control measures shall be installed In accordance with the plans for this project, Section 893 of the Standard Specifications and in locations directed by the Engineer or his representative.

SIGN ERECTION TYPE 'A' AND TYPE 'B'

Sign erection shall be in accordance with Section 904 of the Standard Specifications.

The quantity of Type 'A' and Type 'B' signs (ground mounted and overhead) to be paid for will be the actual number of square feet of ground mounted and overhead signs erected and accepted. All other signs will be paid for as stated in Section 904.4 of the Standard Specifications.

Payment for erection of Type 'A' and Type 'B' signs will be made under:

Sign Erection, Type 'A' (Ground Mounted).....Square Foot
Sign Erection, Type 'B' (Ground Mounted)..... Square Foot
Sign Erection, Type 'A' (Overhead)..... Square Foot
Sign Erection, Type 'B' (Overhead).....Square Foot

All other signs will be paid for as shown in Section 904-5 of the Standard Specifications.

FOUNDATION EXCAVATION

Most footing excavations related to this contract will require only soil removal. Payment for soil removal is considered incidental to the contract. However, rock may occasionally be encountered when excavating for required footings. Rock boring and removal shall be done in accordance with Section 410 of the Standard Specifications and will be paid on a cubic yard-basis. All measurements to determine actual rock removal will be done by the Engineer or his authorized representative and will be done in accordance with Section 410-13 of the Standard Specifications.

LITTERING/SITE CLEANUP

Littering will not be tolerated in any form or fashion. This includes cigarette butts. The Contractor shall clean the site of excavation, waste packing materials, wire, and all other debris which results from required work. At the end of each workday, the site shall be clean and clear. The Contractor shall be responsible for the hauling away and disposing of all waste materials, and shall dispose of all waste materials in accordance with the Standard Specifications.

MINORITY AND WOMEN BUSINESS ENTERPRISES

Policy

It is the policy of the North Carolina Department of Transportation that Minority and Women Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed by Non-Federal Funds.

Obligation

The Contractor and any subsequent Subcontractor shall ensure that Minority and Women Business Enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent contractor shall take all necessary and reasonable steps to ensure that Minority and

Women Business Enterprises have the maximum opportunity to compete for and perform a portion of the work included in the contract. Failure on the part of the Contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in award disqualification, termination of the contract, disqualification from bidding, or other appropriate remedy.

Goals

Due to the nature of the work in this contract, specific goals for participation by Minority and Women Business are not established.

Reports

The Contractor shall submit a statement with the final invoice to report all MB and WB participation on the project. In the event the Contractor has no MB and WB participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from MB and WB Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

THE CONTRACTORS STATEMENT OF MB AND WB PARTICIPATION MUST BE DELIVERED TO THE DEPARTMENT IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT.

SUBMISSION OF BIDS

The Bidder's attention is directed that each Bidder's Bid shall comply with the following requirements in order for that bid to be responsive and considered for award.

1. The Bidder shall be prequalified with the Department prior to submitting a bid.

2. The Bidder shall deliver the bid to the place indicated in the Specifications and prior to the time indicated in the proposal form.

3. The bid documents shall be **signed** and **sealed** by an authorized employee of the Bidder.

5. No Disadvantaged Business Enterprises (DBE) goals are established for this contract; however, the bidder shall complete the form Listing of DBE Subcontractors (MB and WB Subcontractors)

   contained elsewhere in this proposal in accordance with the Project Special Provision entitled Disadvantaged Business Enterprises. In the event the Contractor has no DBE (MB and WB Subcontractors) participation on the project, he is still required to complete this form with "none" or "zero" to complete the bid package.

In addition to the above requirements, failure to comply with any of the requirements of Articles 102-8, 102-9, 102-10 or 102-11 of the Standard Specifications may result in a bid being rejected.

RG15

DISTADVANTAGED BUSINESS ENTERPRISE

POLICY

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts financed in whole or in part by Federal Funds in order to create a level playing field.

OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform a portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. Failure on the part of the Contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in termination of the contract, disqualification from bidding, or other appropriate remedy.

GOALS

Due to the nature of the work in this contract, specific goals for participation by Disadvantaged Business Enterprises (DBE) are not established.

REPORTS

The Contractor shall submit a statement with the final invoice to report all DBE participation on the project. In the event the Contractor had no DBE participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from DBE Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

THE CONTRACTOR'S STATEMENT OF DBE PARTICIPATION MUST BE DELIVERED TO THE DEPARTMENT IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT.

DB3

8-11-92

REJECTION OF BIDS: 2-27-90

The 2002 Standard Specification shall be revised as follows:
Page 1-17, Article 102-15. Delete the second sentence of the third paragraph of this Article.

UNBALANCED BIDS: 7-1-95

The 2002 Standard Specification shall be revised as follows:
Page 1-70, Subarticle 109-4(B). Delete this Subarticle. A30

CERTIFICATION FOR FEDERAL-AID CONTRACTS: 3-21-90

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

D1G27

DOMESTIC STEEL AND IRON PRODUCTS: 7-1-95

All steel and iron products which are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or $2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing
"domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Contractor shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Contractor or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Contractor and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Contractor's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

D1G31

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

11-22-94

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

D1G32

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's

EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that thediscrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event theunion referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. Ifon-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will nolonger be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including

apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards

(including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract

and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be 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.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. 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 clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

GENERAL DECISION NO. NC980010

SUPERSEDED GENERAL DECISION NO. NC970010

STATE: NORTH CAROLINA

COUNTIES: ALLEGHANY, ANSON, ASHE, AVERY, BEAUFORT, BERTIE, BLADEN, BRUNSWICK, CALDWELL, CAMDEN, CARTERET, CASWELL, CHATHAM, CHEROKEE, CHOWAN, CLAY, CLEVELAND, COLUMBUS, CRAVEN, CURRITUCK,DARE, DUPLIN, EDGECOMBE, GATES, GRAHAM, GRANVILLE, GREENE, HALIFAX, HARNETT, HAYWOOD, HENDERSON, HERTFORD, HOKE, HYDE, IREDELL, JACKSON, JOHNSTON, JONES, LEE, LENOIR, MACON, MADISON, MARTIN, McDOWELL, MITCHELL, MONTGOMERY, MOORE, NASH, NORTHAMPTON, PAMLICO, PASQUOTANK, PENDER, PERQUIMANS, PERSON, PITT, POLK, RICHMOND, ROBESON, ROCKINGHAM, RUTHERFORD, SAMPSON, SCOTLAND, STANLY, SURRY, SWAIN, TRANSYLVANIA, TYRRELL, VANCE, WARREN, WASHINGTON, WATAUGA, WAYNE, WILKES, WILSON, YANCEY.

CONSTRUCTION TYPE: HIGHWAY

CONSTRUCTION DESCRIPTION: HIGHWAY CONSTRUCTION PROJECTS (Does not include tunnels, building structures in rest area projects, railroad construction, and bascule/suspension/spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	02/13/1998

	Basic Hourly Rates	Fringe Benefits
HIGHWAY CONSTRUCTION:		
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (REINFORCING)	9.27	
LABORER:		
Comman	5.42	
Asphalt Raker	6.32	
Form Setter (Road)	6.90	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	5.90	
Power Tool Operator	6.53	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	6.57	

Asphalt Paver	7.00
Bulldozer	7.21
Bulldozer (utility)	6.00
Concrete Finishing Machine	9.48
Concrete Grinder	8.13
Crane, Backhoe, Shovel, & Dragline (over 1 yd.)	8.53
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	6.91
Drill Operator	7.65
Grade Checker	5.15
Greaseman	6.43
Hydroseeder	7.00
Loader	6.85
Mechanic	8.27
Milling Machine	8.00
Motor Grader (Fine Grade)	8.01
Motor Grader (Rough Grade)	7.42
OILER	5.80
Piledriver	11.00
Roller (Finish)	6.32
Roller (Rough)	5.43
Scraper	6.41
Screed Asphalt	6.33
Stone Spreader	5.88
Stripping Machine Operator	6.00
Subgrade Machine	9.00
Sweeper	5.64
Tractor (utility)	6.15
TRUCK DRIVERS:	
Single Rear Axle Trucks	5.15
Multi Rear Axle Trucks	5.48
Heavy Duty Trucks	5.50
Welder	9.07

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (V)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

GENERAL DECISION NO. NC980011

SUPERSEDED GENERAL DECISION NO. NC970011

STATE: NORTH CAROLINA

COUNTIES: ALAMANCE, ALEXANDER, BUNCOMBE, BURKE, CABARRUS, CATAWBA, CUMBERLAND, DAVIDSON, DAVIE, DURHAM, FORSYTH, ANKLIN,GASTON, GUILFORD, LINCOLN, MECKLENBURG, NEW HANOVER, ONSLOW, ORANGE, RANDOLPH, ROWAN, STOKES, UNION, WAKE, YADKIN.

CONSTRUCTION TYPE: HIGHWAY

CONSTRUCTION DESCRIPTION: HIGHWAY CONSTRUCTION PROJECTS (Does not include tunnels, building structures in rest area projects, railroad construction, and bascule/suspension/spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	02/13/1998

HIGHWAY CONSTRUCTION:	Basic Hourly Rates	Fringe Benefits
CARPENTER		7.63
CONCRETE FINISHER		7.52
ELECTRICIAN		10.26
IRONWORKER (REINFORCING)		9.76
LABORER:		
Comman		5.33
Asphalt Lay Down Man		5.60
Asphalt Raker		6.14
Form Setter (Road)		8.57
Mason (Brick, Block, Stone)		7.44
Pipe Layer		6.23
Power Tool Operator		8.28
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor		6.78
Asphalt Paver		7.47
Bulldozer	7.33	

Bulldozer (utility)	6.72
Concrete Curb Machine	7.09
Concrete Finishing Machine	7.85
Concrete Paver	6.90
Crane, Backhoe, Shovel, & Dragline (over 1 yd.)	8.16
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	6.95
Drill Operator	7.34
Grade Checker	5.45
Gradeall	8.38
Greaseman	6.49
Loader	7.09
Mechanic	8.47
Motor Grader (Fine Grade)	8.04
Motor Grader (Rough Grade)	7.68
Oiler	5.88
Piledriver	11.00
Roller (Finisher)	6.70
Roller (Rough)	5.65
Scraper	6.63
Screed Asphalt	7.09
Stone Spreader	6.02
Stripping Machine Operator	6.00
Subgrade Machine	7.13
Sweeper	5.80
Tractor (utility)	5.47
TRUCK DRIVERS:	
Trucks - Single Rear Axle	5.42
Trucks - Multi Rear Axle	6.08
Trucks - Heavy Duty	9.47

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (V)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

LISTING OF MB & WB SUBCONTRACTORS

Sheet ___ of ___

FIRM NAME AND ADDRESS	MB OR WB	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	DOLLAR VOL. OF SUBLET ITEM

DOLLAR VOLUME OF WB SUBCONTRACTOR_____
WB PERCENTAGE OF TOTAL CONTRACT BID PRICE_____
DOLLAR VOLUME OF MB SUBCONTRACTOR_____
MB 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 MB\WB SUB-CONTRACTOR. THESE PRICES WILL BE USED TO DETERMINE THE PERCENTAGES OF MB\WB PARTICIPATION IN THE CONTRACT.

FORM W-9 (REV. 5-03)

61-50003

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

Legal Business Name _____

Mailing Address: _____

_____

9 Digit Taxpayer Identification Number
Social Security Number _____

OR

Federal Employer Identification Number _____

Remit to Address: _____

(Remittance only to this address)

_____

_____

9 Digit Taxpayer Identification Number
Social Security Number _____

OR

Federal Employer Identification Number _____

Business Designation (Check one)

- ☐ Individual SS#
- ☐ Sole Proprietorship SS#
- ☐ Partnership
- ☐ Estate/Trust
- ☐ Corporation / Fed ID#
- ☐ Public Service Corp. Fed ID#
- ☐ Governmental/Non-Profit
- ☐ Governmental/Non-Profit

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

_____ _____

Name (Print or Type name of individual-not company) Title (Print or Type)

_____ _____ _____

*Must Sign Signature Date Telephone Number

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the ____ day of _____ 20 ____.

NOTARY SEAL

_____

(SIGNATURE OF NOTARY PUBLIC)

Of _____ **County.**

State of _____ .

My Commission Expires: _____.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER BID FORM

WORK ORDER : Various

DESCRIPTION: Annual Needs Purchase Order Contract for Various Signing Work To Be Performed On An As Needed Basis in Division Eleven.

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	800	Mobilization	8	EA		
2	902	Reinforced Concrete Sign Footings	54	C.Y.		
3	902	Plain Concrete Sign Footings	12	C.Y.		
4	903	Supports, Breakaway Steel Beam	35,700	LB.		
5	903	Supports, Simple Steel Beam	25,000	LB.		
6	903	Supports, 3lb Steel U-Channel	5,800	L.F.		
7	903	Supports, 2lb Steel U-Channel	200	L.F.		
8	904	Sign Erection Type 'A' (Ground Mounted)	5,700	S.F.		
9	904	Sign Erection Type 'B' (Ground Mounted)	240	S.F.		
10	904	Sign Erection Type 'A' (Overhead)	1,150	S.F.		
11	904	Sign Erection Type 'B' (Overhead)	150	S.F.		
12	904	Sign Erection Type 'D'	75	EA		
13	904	Sign Erection Type 'E'	30	EA		
14	904	Sign Erection Type 'F'	30	EA		
15	904	Sign Erection, Logo to Panel	100	EA		
16	907	Disposal of Sign System, Steel Beam	2	EA		
17	907	Disposal of Sign System, U-Channel	10	EA		
18	907	Disposal of Sign System, Wood	2	EA		
19	907	Disposal of Sign, A or B (Ground Mounted)	2	EA		
20	907	Disposal of Sign, (Overhead)	1	EA		
21	907	Disposal of Sign, D, E, or F	30	EA		
22	907	Disposal of Sign, Overlay (Overhead)	1	EA		
23	907	Disposal of Sign, Overlay (Ground Mounted)	1	EA		
24	907	Disposal of Support, Steel Beam	10	EA		
25	907	Disposal of Support, U-Channel	10	EA		
26	907	Disposal of Support, Wood	10	EA		
27	907	Stockpile Sign A or B, (Overhead)	1	EA		
28	907	Stockpile Sign A or B, (Ground Mounted)	2	EA		
29	907	Stockpile Sign D, E, or F	30	EA		

30	410	Rock Excavation	1	C.Y.		
31	SP	Freeway Lane Closure	10	EA		
32	SP	Pick up Signs at Bunn Sign Plant	5	EA		

TOTAL BID FOR PROJECT: _____

Note: These quantities are an estimate only. The actual contract quantities may vary greatly. This estimate will not bind the Department or the Contractor provide or install a set amount of material.

CONTRACTOR_____ CORPORATE SEAL:

ADDRESS_____ OFFICE PHONE _____

Federal Identification Number_____ Contractors License Number_____

Authorized Agent_____ Title_____

Signature_____ Date_____

Witness_____ Title_____

Signature_____ Date_____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2002.

Reviewed by_____ _____ _____***Date***
(title)

Accepted by NCDOT_____ ***Division Engineer*** _____***Date***
(title)

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

DIVISION 10 DISTRICTS 1 & 2

CONTRACT PROPOSAL

WBS ELEMENT: 36111.1.10

LOCATION: Interstate Routes within Division 10: I-77, I-85, & I-485

COUNTY: Mecklenburg and Cabarrus

DESCRIPTION: Annual Contract for the Installation, Modification, Repair, and maintenance of Specific Information (LOGO) Signs

BID OPENING: Monday, July 19, 2004 at 3:00 P.M.

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.

NAME OF BIDDER _____ N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO: Tim Kirk, Assistant Division Traffic Engineer
North Carolina Department of Transportation
716 West Main Street
Albemarle, North Carolina 28001

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INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid price by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the bid sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes in 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.
7. The bid shall be properly executed. All bids shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Federal Identification Number
   e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation in the space provided.
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. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE 10th DIVISION OFFICE AT 716 WEST MAIN STREET, ALBEMARLE, NC 28001 BY 3:00 P.M. ON MONDAY, July 19, 2004.**

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

    QUOTATION FOR WBS ELEMENT 36111.1.10: ANNUAL CONTRACT FOR THE INSTALLATION, MODIFICATION, REPAIR AND MAINTENANCE OF SPECIFIC INFORMATION (LOGO) SIGNS.

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

    Mr. Tim Kirk, Assistant Division Traffic Engineer
    North Carolina Department Of Transportation
    716 West Main Street
    Albemarle, NC 28001

AWARD OF CONTRACT

The award of the contract, if it were awarded, will be made to the lowest responsible Bidder. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT

Standard Provisions

GENERAL

This contract is for **Installation, modification, repair, and maintenance of Specific Information (Logo) Signs in Mecklenburg and Cabarrus Counties.**

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures January 2002, hereinafter referred to as Standard Specifications, the North Carolina Department of Transportation Roadway Standards Drawings, hereinafter referred to as Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices, hereinafter referred to as MUTCD.

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

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 10, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer, in accordance with section 105-1 of the Standard Specifications, will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual."

All steel products, which are permanently incorporated into this project, shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material, which is not properly certified, will not be accepted.

EROSION CONTROL

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion or siltation. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Division 16 of the Standard Specifications, and in locations directed by the Engineer or his representative.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

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.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with the Project Special Provisions, Division 11 of the North Carolina Department of Transportation Standard Specifications, and the current edition of the MUTCD.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists. The contractor shall not cross medians or ramps or loops with vehicles or equipment, unless a specific crossing location is approved by the Engineer. The Contractor shall follow provided traffic control plans. If Traffic Control Plans are not provided, then the Contractor shall install a minimum of five traffic control devices (36" cones or non-Metallic drums) off the shoulder of mainline or ramp work areas (unless all equipment and personnel are behind existing guardrail). Spacing for the devices shall be 50' for the mainline and 10' for the ramps. A 48"X48" Portable sign with the message "ROAD WORK AHEAD" shall be installed 1000' in advance of a mainline work area and 500' in advance of a ramp work area. The work vehicles may be equipped with an activated flashing light or beacon.

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

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

SUPERVISION BY CONTRACTOR

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

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

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

CONTRACT PAYMENT AND PERFORMANCE BOND

The successful bidder will be required to execute both a payment bond and a performance bond for a contract of 0,000 or more. The successful bidder, within 14 calendar days after the notice of award is received by bidder, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with G. S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State. The successful bidder's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for rescinding the award of the contract.

LIABILITY INSURANCE

The Contractor shall obtain from an authorized North Carolina insurance company Public Liability and Property Damage Insurance, extending to contract operations performed by the Contractor or his/her subcontractors and by anyone employed directly or indirectly by either of them for claim protection. Insurance coverage shall be maintained during the life of this contract.

Public Liability Insurance shall be in an amount not less than one million dollars ($1,000,000.00) for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than two million dollars ($2,000,000.00) on account of one accident. Property Damage Insurance shall be in an amount not less than one million dollars ($1,000,000.00). Proof of insurance shall be furnished to the Engineer prior to beginning work.

DEFAULT OF CONTRACT

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

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

DIVISION CONTRACT
Special Provisions

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is August 18, 2004. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The contractor shall complete new installation of LOGO work within sixty (60) calendar days of the date of receipt of letter notifying contractor of completion of sign panel fabrication. Failure to complete the work within the specified time will result in the assessment of liquidated damages. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

The contractor shall submit his bid for one year. At the option of the Department, this contract may be extended for one (1) additional period of one (1) year (maximum two (2) years total). No changes in the terms, conditions, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing by July 1, 2005 if the contract may be extended. The Contractor must notify the Engineer in writing by July 2005 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

No work will be permitted and no authorization will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The Expiration date for this Blanket Contract is August 18, 2005. Any extensions must be authorized according to Article 108-10 of the Standard Specifications.

Liquidated damages for this contract time are Two Hundred Dollars ($200.00) per calendar day.

Standard LOGO work shall be completed within twenty-one (21) calendar days of the date of receipt of sign(s) by the Contractor. Failure to complete the work within the specified time will result in the assessment of liquidated damages. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

Liquidated damages for this contract time are One Hundred Fifty Dollars ($150.00) per calendar day.

The completion date for this project is August 18, 2005. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

Liquidated damages for this contract are Two Hundred Fifty Dollars ($250.00) per calendar day.

TRAFFIC CONTROL

The work covered by this provision consists of furnishing, installing, maintaining, relocation, and removing work zone traffic control devices in accordance with the plans and the North Carolina Department of Transportation Standard Specifications.

Traffic control devices shall include but not be limited to drums, cones, work zone signs (portable), and flashing arrow panels.

The work covered by this provision will be paid for at the contract lump sum price for "Traffic Control".

STATE FURNISHED SIGNS

The State will furnish the signs for this project. All signs will be made available to the contractor at the North Carolina Department of Correction Sign Facility in Bunn, North Carolina. A copy of the purchase order and a letter of authorization from the Engineer will serve as the contractor's authorization to pick up the signs.

Material and testing personnel will review and inspect the sign panels at the Department of Corrections Facility in Bunn, North Carolina prior to the signs being packaged and crated for shipment. Any inspection the contractor wishes to make before taking delivery and possession of the signs will be at the discretion and expense of the contractor and shall be done at no cost to the Department of Transportation.

Once the contractor has taken possession of the sign panels, he shall be responsible for any damage and /or theft that occurs to the sign panels until they are accepted by the Engineer. A red and white label is attached to each sign crate. This label provides instructions for the handling and storing of the signs. The contractor shall comply with these instructions. Any damages incurred to the signs while in the responsibility of the contractor shall be acceptably repaired or otherwise corrected by the contractor at no cost to the Department of Transportation. If requested by the contractor, the Division of Highways will have repairs made at the Department of Correction and deduct any associated costs from monies due the contractor. The contractor shall transport the signs to the project and erect the signs on supports, which he has provided and erected. The contractor shall clean all signs prior to acceptance by the Engineer. The contractor shall provide all mounting hardware, consisting of, but not limited to, backing plates, mounting bolts, washers, shims and nuts. Upon Satisfactory completion of all signing items, and upon request by the contractor, the Engineer will accept for Maintenance the completed signing items. Mounting holes will be provided in the "Z" stringers of the signs in accordance with the details shown in the plans. The centerline locations of supports relative to the sign's width ("P" and "R" dimensions) are shown in the plans. The panels required in type F sign assemblies would be considered one sign.

SIGN ERECTION, TYPE A AND B (GROUND MOUNTED)

Attach the signs to supports as shown in the plans or in the approved shop drawings. Make sure that the face of the sign is flat. Any appreciable buckling or warping of the sign face will be cause for rejection of the entire sign.

Erect ground mounted Type A & B secondary signs by the required method of attachment shown in the plans. Affix these signs by bolting the horizontal Z stringers directly to the supports, or by bolting vertical Z bars to the horizontal Z stringers of and the primary sign. Payment for Type A & B sign erection will be on a per each basis.

ATTACH LOGO TO MAINLINE AND RAMP SIGNS

Businesses which participate in the Logo Program are required to furnish their own logo panels and have them delivered to the Division Office at 716 West Main Street Albemarle, North Carolina 28001. All logo panels will be available at this address for pick-up and delivery by the contractor to this project. These panels may be picked up from 8:00 AM to 5:00 PM Monday through Friday.

The contractor is to attach logos to the mainline signs with ten 1/8 inch diameter rivets of the "pull through" type and to the ramp signs with four 1/8 inch diameter rivets of the "pull through" type. The logo panels are required to be furnished by businesses with 5/32-inch diameter holes pre-drilled in them. The contractor shall drill 5/32 inch holes in the background signs to match those in the logo panels for attaching the panels to the background signs. Logo panel placements are to be according to that shown on the sketch sheets in the plans.

The contractor shall submit for approval prior to start of the work several samples of the rivets he proposes to use along with adequate descriptive catalog literature.

The Quantity of logos attached to mainline or ramp signs to be paid for will be the actual number of logos attached to the background signs. The estimate is based on anticipated participation by businesses.

REMOVE LOGO FROM MAINLINE AND RAMP SIGNS

All logo signs are the property of the individual businesses and shall be stored for thirty (30) days awaiting notification from the business of when they wish to take possession of the logo signs. If the business does not notify the contractor or the North Carolina Department of Transportation of their wishes to take possession of the signs within the thirty (30) day period, then the signs become the property of the contractor.

If a trailblazer is removed from a 3-lb U-channel post and no other signs exist on the post then the contractor shall remove the post, unless directed to do otherwise by the Division Engineer, or an authorized representative of the Division Engineer. Payment will be on a per each basis.

ASSEMBLE MILEAGE PANELS

Fabrication of mileage panels will be the responsibility of the contractor. The process of fabrication will follow SECTION 901 of the Standard Specifications. Payment for constructor fabricated mileage panels will be on a per each basis.

REMOVAL OF SIGN FOOTINGS

The footings of any Type A or Type B signs will be removed from the state right-of-way when the existing Type A or Type B sign is to be permanently removed or relocated, unless directed to do otherwise by the Division Engineer, or an authorized representative of the Division Engineer. Payment for removal of footings will be on a per each basis.

PORTABLE TEMPORARY TRAFFIC CONTROL DEVICES

Description:

The work covered by this Special Provision consists of furnishing, erecting, relocating, maintaining and removing portable temporary traffic control devices necessary for controlling traffic. Portable temporary traffic control devices shall include but not be limited to portable signs, barricades, cones, delineators, flaggers, pilot vehicles and any other provision included in this contract.

Materials:

In accordance with Section1089-1 of the Standard Specifications, reflective sheeting for signs and barricades shall be enclosed lens (Engineers Grade) sheeting and shall be used on all sign and barricade facing. It shall meet the requirements of Federal Specification L-S-300C for minimum reflectivity for sheeting and tape. If cones or tubular markers are used for delineation at night, each device shall have an appropriate white collar as detailed on the plans. Reflective sheeting for these collars shall be encapsulated lens reflective sheeting and shall be used on the entire collar face. It shall meet the requirements of Federal Specification L-S- 300C for reflectivity for sheeting and tape. All reflective sheeting shall have a smooth, sealed outer surface, which will display the same color both day and night. The reflective sheeting on each sign shall have a smooth appearance. The reflective sheeting shall be so that there are no bubbles or wrinkles in the material.

The contractor shall furnish a material certification in accordance with section 106-3 of the Standard Specification for new and used reflective sheeting.

Payment for the installation of Traffic Control will be on the basis of a per each item and will include all required materials covered under Section 1089 of the Standard Specifications.

DATE OF ERECTION OF SIGNS

The contractor shall date the erection of signs and sign assemblies using printed stickers to be provided to him. The sticker is designed for the date to be indicated by punching the appropriate day, month and year numbers out of the sticker using a hole punch. The sticker has a pre-adhesive back exposed by removing a peel-off liner. The contractor shall punch a sticker and affix to each sign and panel in a sign assembly to show the date it is erected. A sufficient quantity of the stickers to allow one to be placed on each sign and panel in an assembly will be provided to the contractor at the time he takes possession of the state-furnished signs.

COMPENSATION

line items in this contract are minor contract line items. Should the contractor begin work and fail to satisfactorily complete the project, a partial payment shall be made for any work performed to that point.

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to transporting the signs from the Department of Corrections Facility in Bunn and Nashville, unloading the signs and

ng them as necessary, providing mounting hardware and supports, satisfactorily erecting the signs, repairing all damages, cleaning, and all other tools, labor, materials and incidentals necessary to complete the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities, which were used on the project. In no case will the total amount paid to the Contractor exceed the total contract quote by more than ten percent without prior written request from the Division Engineer to Fiscal Section.

The quantity of unit or lump sum price and payment will be full compensation for all work of furnishing, erecting, relocating, maintaining and removing portable temporary traffic control devices as required by this special provision.

NIGHT OPERATIONS

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

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

All traffic control devices shall meet the requirements for night use as set forth in the Standard Specifications, Standards Drawings, and the MUTCD.

LANE CLOSURE RESTRICTIONS

The contractor shall complete the required work of installing, maintaining, removing all the traffic control devices, and placing traffic back into the existing alignment, for lane closures required during the life of the contract. The contractor shall not be allowed to close a lane during the following day and time restrictions unless otherwise directed by the Engineer: On **I-77, I-85, and I-485 between 6:00 AM and 9:00 AM, and between 4:00 PM and 6:00 PM, Monday through Friday.**

HOLIDAY WORK RESTRICTIONS

The Contractor shall not perform any work on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

1. For **New Year's** between the hours of 9:00 PM December 31st to 6:00 AM January 2nd. If New Year's Day is on Saturday or Sunday, then until 6:00 AM the following Tuesday.

2. For **Easter,** between the hours of 9:00 PM Thursday and 6:00 AM Monday.

3. For **Memorial Day,** between the hours of 9:00 PM Friday and 6:00 AM Tuesday.

4. For **Independence Day,** between the hours of 9:00AM the Friday before the week of Independence Day and 6:00 AM the following Monday after the week of Independence Day.

5. For **Labor Day**, between the hours of 9:00 PM Friday to 6:00 AM Tuesday.

6. For **Thanksgiving Day**, between the hours of 9:00 PM Tuesday and 6:00 AM Monday.

7. For **Christmas** between the hours of 9:00 PM the Friday before the week of Christmas Day and 6:00 AM the following Monday after the week of Christmas Day.

For **Special Events at Lowes's Motor Speedway** between the hours of **6:00 am Friday before the event until 8:00 pm Monday after the event.**

PROJECT SPECIAL PROVISIONS

1. The Contractor shall furnish the Division Engineer, or his duly authorized representative, with the completion date of the project within 24 hours of completing the project.

VICINITY MAP

Work Order: 36111.1.10
Interstates: 77, 85, & 485

FORM W-9
[Rev.1-92; Rev. 10-94
For Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name _____
Address _____
_____
_____
_____

9 Digit Taxpayer Identification Number
Social Security Number _____
Federal Employer Identification Number _____

Business Designation (Check One) _____ Individual

_____Sole Proprietorship

_____Partnership

_____Estate/Trust

_____Corporation

_____Public Service Corporation

_____Governmental/Non-Profit

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

_____ _____
Name (Print or Type) Title (Print or Type)

_____ _____ _____
Signature Date Telephone Number

North Carolina Department of Transportation
DIVISION CONTRACT BID FORM

WBS ELEMENT: 36111.1.10

ITEM	SECT	DESCRIPTION		UNIT	UNIT PRICE	AMOUNT BID
1	904	Attach Logo to Mainline Sign	100	Each		
2	904	Attach Logo to Ramp Sign	100	Each		
3	904	Remove Logo from Mainline Sign	20	Each		
4	904	Remove Logo from Ramp Sign	20	Each		
5	SP	Assemble Distance Panel	100	Each		
6	904	Attach Distance Panel	100	Each		
7	904	Remove Distance Panel	20	Each		
8	904	Attach Trailblazer to U-Channel Post	40	Each		
9	904	Attach Arrow to U-Channel Post	40	Each		
10	904	Remove Trailblazer from U-Channel Post	10	Each		
11	904	Remove Arrow from U-Channel Post	10	Each		
12	903	Erect 3LB. U-Channel Post	30	FT		
13	SP	Remove 3LB. U-Channel Post	10	Each		
14	SP	Traffic Control for Lane Closure	20	Each		
15	902	Footings for Ground Mounted Signs (Reinf.)	60	CY		
16	902	Footings for Ground Mounted Signs (Plain Class A Concrete)	20	CY		
17	1094	B/A Steel Beam Sign Supports	25230	LB.		
18	1094	Simple Steel Beam Sign Supports	6785	LB.		
19	904	Type A Sign Erection	70	Each		
20	904	Type B Sign Erection	3	Each		
21	907	R&D Ground Mounted Signs	20	Each		
22	907	R&D Ground Mounted Sign Supports	20	Each		
23	SP	R&D Ground Mounted Sign Footings	20	Each		
25	904	Attach Overlay A & B Ground Mounted	10	Each		
27	904	Removal of Self Serve Panels	90	Each		

**** TOTAL BID FOR PROJECT:*** _____

* TOTAL AMOUNT BID IS FOR BID PURPOSES ONLY. THE CONTRACTOR WILL BE PAID FOR ACTUAL WORK PERFORMED AT THE UNIT PRICE BID.

CONTRACTOR_____

ADDRESS_____

Federal Identification Number_____ Contractors License Number_____

Authorized Agent_____ Title_____

Signature_____ Date_____

Witness_____ Title_____

Signature_____ Date_____

CORPORATE SEAL

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2002.

*Reviewed by*_____ _____*(date)*

*Accepted by NCDOT*_____*Division Engineer* _____*(date)*

Benton G. Payne, P.E.

APPENDIX P

Other Logo Reference Resources

- NCDOT Standard Specifications for Roads and Structures *(July 2006)*
- NCDOT Roadway Standard Drawings *(July 2006)*
- NCDOT Signing Website

APPENDIX P – OTHER LOGO REFERENCE RESOURCES

Other reference resources regarding the Logo program include the following:

- North Carolina Department of Transportation Standard Specifications for Roads and Structures (July 2006); specifically,

    1. Section 900 – General Requirements for Signing
    2. Section 1092 – Signing Materials
    3. Section 1093 – Retroreflective Sheeting
    4. Section 1094 – Ground Mounted Signs

- North Carolina Department of Transportation Roadway Standard Drawings (July 2006); specifically,

    1. 901.10 – Type A Signs
    2. 901.20 – Type B Signs *(for General Service Signs)*
    3. 901.50 – Arrows and Shields
    4. 901.60 – Rivet Spacing for Overlayed Signs
    5. 901.70 – Sign Stringers and Support Spacing
    6. 901.80 – Sign Mounting Details *(includes info on support sizes)*
    7. 903.10 – Ground Mounted Sign Supports
    8. 903.20 – Wood Sign Post
    9. 904.10 – Orientation of Ground Mounted Signs
    10. 904.20 – Secondary Sign Mounting
    11. 904.30 – Supplemental Sign Mounting
    12. 904.50 – Mounting of Type D, E, and F Signs on U-Channel Posts

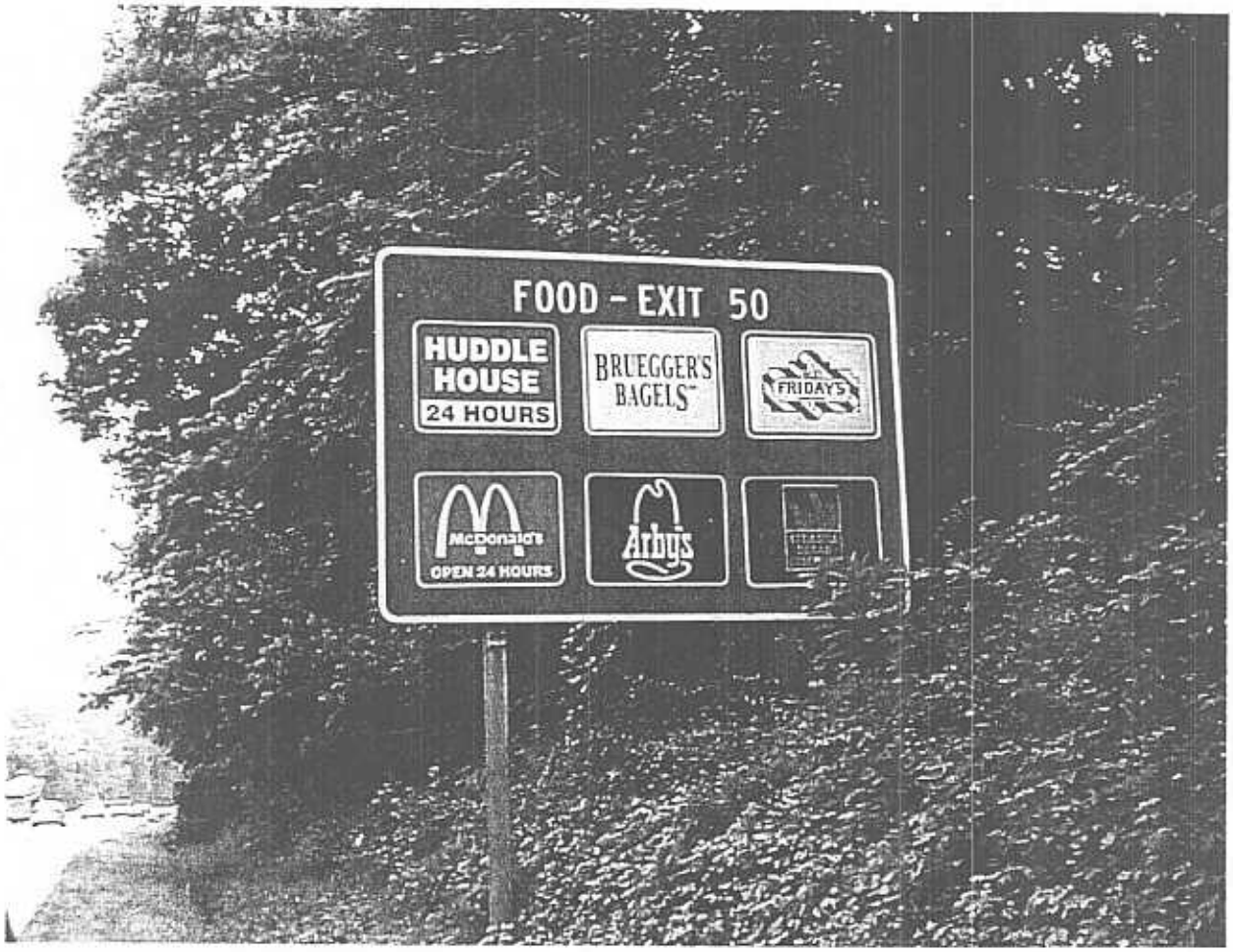
- North Carolina Department of Transportation Signing website:

    http://www.doh.dot.state.nc.us/preconstruct/traffic/congestion/SIGN/

APPENDIX Q

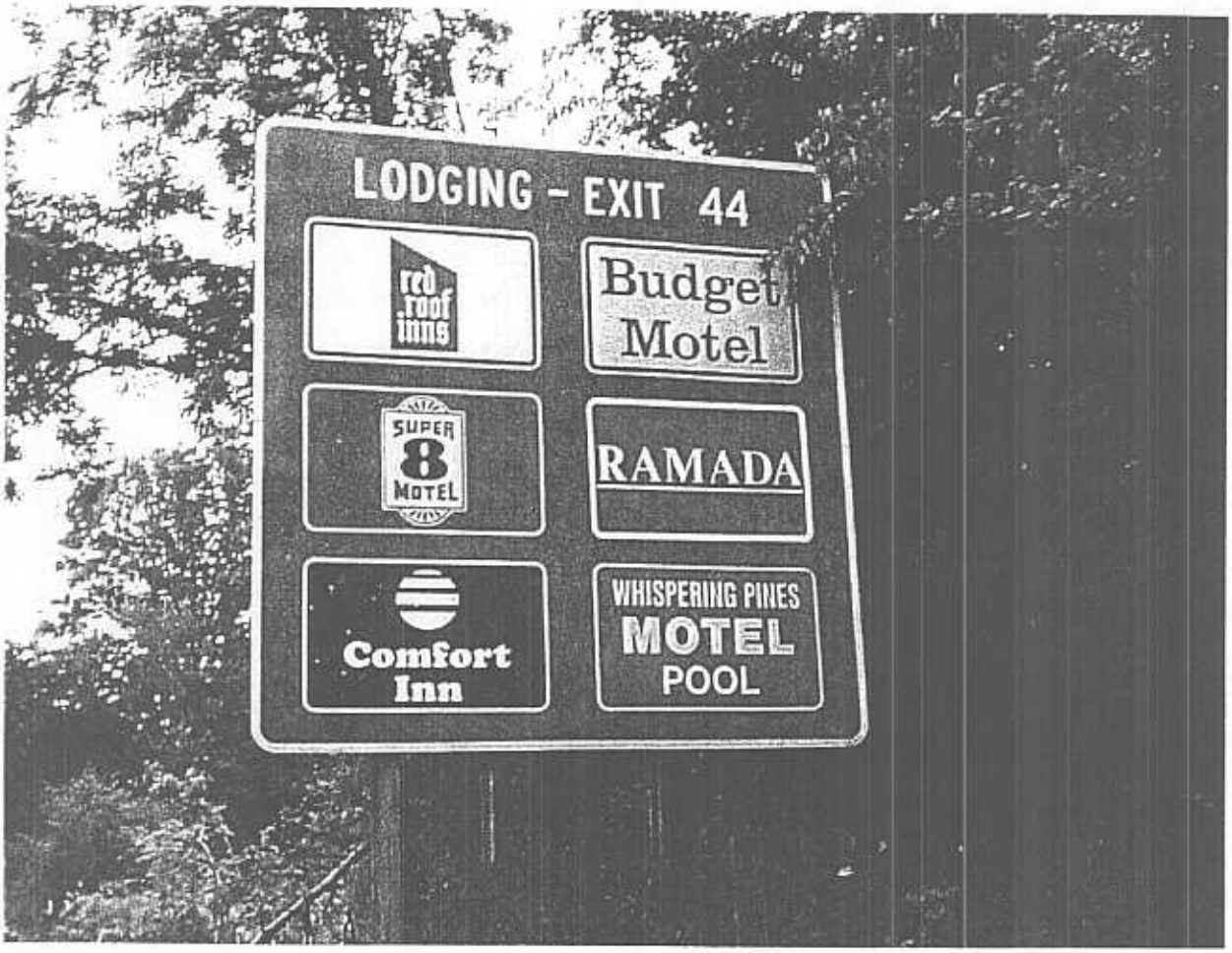
Logo Photographs

Example of the old vertical 6 panel style Logo sign. When a new business comes on board, the Logo panel should be the size now in use (48" x 36") as illustrated with the Zaxby's Logo panel.



Example of the 6 panel horizontal style Logo sign currently in use that needs vegetation clearing. If state forces can do this work, they should charge their time to the Logo WBS element for the particular division. If not, the division Logo coordinator can let a Purchase Order Contract for vegetation clearing for Logo signs in the Division.

Note that the Huddle House and McDonald's Logo panels show hours of operation for the restaurants. This information is directly related to the Food service and provides additional information of use to the motorist.



Example of the "old-style" 6 panel vertical Logo sign with the larger Logo panels. Once the life expectancy of the sign is exhausted, this sign should be replaced with the horizontal 6 panel Logo sign.

APPENDIX R

Miscellanous

This section is intentionally left blank for use by the Logo coordinator for miscellaneous correspondence, emails, etc.