

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
RALEIGH, N.C.

PROPOSAL

DATE AND TIME OF BID OPENING: **NOVEMBER 21, 2006 AT 2:00 PM**

CONTRACT ID C201448

WBS 38901.3.1

FEDERAL-AID NO. NHS-000S(429)

COUNTY CASWELL, GUILFORD, ORANGE, ROCKINGHAM

T.I.P. NO. R-4403

MILES 101.100

ROUTE NO. US 29

LOCATION US-15/501, US-29, US-158, US-220, US-421, US-311, & US-68.

TYPE OF WORK GUARDRAIL.

**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. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

THIS IS A SAFETY IMPROVEMENTS PROPOSAL

**5% BID BOND OR BID DEPOSIT REQUIRED**

**PROPOSAL FOR THE CONSTRUCTION OF**

**CONTRACT No. C201448**

**IN ORANGE, GUILFORD, ROCKINGHAM & CASWELL COUNTIES  
NORTH CAROLINA**

**Date** \_\_\_\_\_ **20** \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,**

**RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C201448** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2006 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C201448** in **Orange, Guilford, Rockingham, & Caswell Counties**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

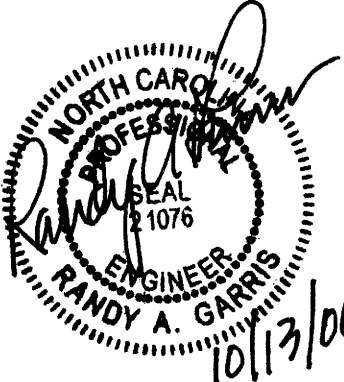
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.



10/13/06  
State Contract Officer

**TABLE OF CONTENTS**

**COVER SHEET  
PROPOSAL SHEETS**

<b><u>PROJECT SPECIAL PROVISIONS</u></b> (WHITE SHEETS)	<i>PAGE No.</i>
Contract Time and Liquidated Damages.....	1
Intermediate Contract Time(s).....	1-3
Major Contract Items.....	3
No Specialty Items.....	3
Schedule of Estimated Completion Progress.....	4
Disadvantaged Business Enterprises.....	4-7
Certification for Federal-Aid Contracts.....	8
U. S. Department of Transportation Hotline.....	8
Submission of Records – Federal-Aid Projects .....	9
Subsurface Information.....	9
Twelve Month Guarantee.....	9
Outsourcing Outside U.S.A.....	10
Roadway.....	11-16
Erosion Control.....	17-18

**STANDARD SPECIAL PROVISIONS** (YELLOW SHEETS)

Availability of Funds – Termination of Contracts.....	1
General Seed Specification for Seed Quality.....	2-4
Errata.....	5-7
Plant and Pest Quarantines.....	8
Award of Contract.....	9
Minority and Female Employment Requirements.....	10-12
Required Contract Provisions Federal-Aid Construction Contracts.....	13-23
Wage Rates.....	24-31

**PROPOSAL ITEM SHEET AND SIGNATURE SHEET**

- Item Sheets
- Signature Sheet (Bid Acceptance by Department)

**PROJECT SPECIAL PROVISIONS**

**GENERAL**

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95) (Rev. 7-18-06)

SP1 G10

The date of availability for this contract is January 2, 2007.

The completion date for this contract is November 15, 2007.

When observation periods are required by the contract, they are not a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES**

(9-19-06)

SP1 G14 A

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

**DAY AND TIME RESTRICTIONS**

**Project #1: US 220 Northbound (Guilford County)**

MONDAY THRU FRIDAY 7:00 A.M. TO 9:00 A.M.

**Project #1: US 220 Southbound (Guilford County)**

MONDAY THRU FRIDAY 4:00 P.M. TO 6:00 P.M.

**Project #3: US 29 (Guilford & Rockingham Counties)**

MONDAY THRU FRIDAY 7:00 A.M. TO 9:00 A.M.

MONDAY THRU FRIDAY 4:00 P.M. TO 6:00 P.M.

**Project #4: US 421 Northbound (Guilford County)**

MONDAY THRU FRIDAY 7:00 A.M. TO 9:00 A.M.

**Project #4: US 421 Southbound (Guilford County)**

MONDAY THRU FRIDAY 4:00 P.M. TO 6:00 P.M.

**Project #5: US 158 (Caswell & Rockingham Counties)**

MONDAY THRU FRIDAY 7:00 A.M. TO 9:00 A.M.

MONDAY THRU FRIDAY 4:00 P.M. TO 6:00 P.M.

**Project #6: US 15-501 (Orange County)**

MONDAY THRU SUNDAY 7:00 A.M. TO 7:00 P.M.

**Project #7: NC 68 (Guilford County)**

MONDAY THRU FRIDAY 7:00 A.M. TO 9:00 A.M.

MONDAY THRU FRIDAY 4:00 P.M. TO 6:00 P.M.

**Project #8: US 311 (Guilford County)**

MONDAY THRU FRIDAY 7:00 A.M. TO 9:00 A.M.

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

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

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

- 9. For **Furniture Market**, held in the City of High Point between the hours of 4:00 p.m. the Friday **before the week of Furniture Market** and 9:00 a.m. the Tuesday **after the week of the Furniture Market for Project #7: NC 68 (Guilford County) and Project #8: US 311 (Guilford County) only.**
- 10. For **special events at Smith Center and Kenan Stadium**, held in the City of Chapel Hill from **four (4) hours** before the start of the event until **two (2) hours** after the end of the event for **Project #6: US 15-501 (Orange County) only.**
- 11. For **The Golf Tournament**, held in the City of Greensboro between the hours of 4:00 p.m. the Tuesday **before the weekend of The Golf Tournament** and 9:00 a.m. the Tuesday **after the weekend of the Golf Tournament for Project #1: US 220 Southbound (Guilford County), Project #3: US 29 (Guilford County) and Project #4: US 421 (Guilford County) only.**

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

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

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

The liquidated damages are **Two Thousand Dollars (\$2,000.00)** per hour.

**MAJOR CONTRACT ITEMS:**

(2-19-02)

SP1 G28

The following listed items are the major contract items for this contract (See Articles 101 and 104-5 of the *Standard Specifications*):

<b>Line #</b>	<b>Description</b>
4	Steel Beam Guardrail
10	Guardrail Anchor Units, Type 350

**NO SPECIALTY ITEMS:**

(7-1-95)

SP1 G34

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

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-20-04)

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2007	(7/01/06 - 6/30/07)	71% of Total Amount Bid
2008	(7/01/07 - 6/30/08)	29% of Total Amount Bid

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

**DISADVANTAGED BUSINESS ENTERPRISE:**

(1-18-00)

SP1 G64

**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.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

**Obligation**

The contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

**Goals**

Even though specific DBE goals have not been established for this project the Contractor shall report the utilization of DBE's during the construction of the project as follows:



## Counting DBE Participation

- (1) If a firm is determined to be an eligible DBE firm and certified by the Department, the total dollar value of the participation by the DBE will be counted. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the contractor.
- (2) When a DBE performs as a participant in a joint venture, the contractor may count a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (3)
  - (a) The Contractor may count only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
  - (b) Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted. Work that a DBE subcontracts to a non-DBE firm does not count. If a DBE Contractor or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
  - (c) The following factors will be used to determine if a DBE trucking, firm is performing a commercially useful function.
    - (1) The DBE firm must be responsible for the management and supervision of entire trucking operation
    - (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck
    - (3) The DBE will receive full credit for all trucks that he owns, insures, operates, and for which he employs drivers

- (4) The DBE will receive full credit for all trucks leased from a certified DBE firm
- (5) The DBE will only receive credit for the fees or commission for trucks leased from a non-DBE firm
- (6) Others may use trucks during the term of the lease so long as the lease gives priority to the DBE for the use of the truck(s).

The DBE may present evidence to rebut this presumption to the Department for commercially useful functions.

- (4) A Contractor may count toward its DBE goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
  - (a) For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
  - (b) For purposes of this provision, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- (5) A contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:
  - (a) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goal, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (b) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), toward DBE goals, provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Reports**

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This document shall be on the Department's Form RS-1-D, or in lieu of using the Departments Form, copies of the actual executed agreement between the Prime Contractor and the DBE subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontract agreements involving DBE Subcontractors.

The RS-1-D certification forms may be obtained from the Departments Resident Engineer.

These certifications shall be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

### **Reporting Disadvantaged Business Enterprise Participation**

When payments are made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide the Engineer with an accounting of said payments. This accounting shall be furnished the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved Contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list. The accounting shall list for each payment made to a Disadvantaged Business Enterprise firm the following:

- DOT Project Number
- Payee Contractor Name
- Receiving Contractor or Material Supplier
- DBE Certification Basis, e.g., Woman Owned, Native American, African American, etc.
- Amount of Payment
- Date of Payment

A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Engineer.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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.

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

SP1 G100

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.

**SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:**

(12-15-98)

SP1 G106

The Contractor's attention is directed to the Standard Special Provisions entitled *Required Contract Provisions - Federal-Aid Construction Contracts* contained elsewhere in this proposal.

This project is located on the National Highway System. If the final construction cost of this project equals or exceeds **One Million Dollars**, the Contractor shall submit federal form FHWA-47.

**SUBSURFACE INFORMATION:**

(7-1-95)

SP1 G112

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

**TWELVE MONTH GUARANTEE:**

(7-15-03)

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

**OUTSOURCING OUTSIDE THE USA:**

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

SPI G150

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

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

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