

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

C204342

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C204342

WBS 46974.3.1 STATE FUNDED

T.I.P NO. U-6038

COUNTY OF GASTON

THIS IS THE SIGNAL CONTRACT

ROUTE NUMBER US 74 LENGTH 0.000 MILES

LOCATION US-74 (WILKINSON BLVD) FROM NC-7 (CATAWBA ST) TO SR-2209
(WESLEYAN DR).

CONTRACTOR WORLD FIBER TECHNOLOGIES LLC

ADDRESS 5665 SHIRLEE INDUSTRIAL WAY

ALPHARETTA, GA 30004

BIDS OPENED JUNE 18, 2019

CONTRACT EXECUTION 7/2/2019

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JUNE 18, 2019 AT 2:00 PM**

CONTRACT ID C204342
WBS 46974.3.1

FEDERAL-AID NO. STATE FUNDED

COUNTY GASTON

T.I.P. NO. U-6038

MILES 0.000

ROUTE NO. US 74

LOCATION US-74 (WILKINSON BLVD) FROM NC-7 (CATAWBA ST) TO SR-2209
(WESLEYAN DR).

TYPE OF WORK SIGNALS AND ITS.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A SIGNAL PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204342 IN GASTON COUNTY, 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. **C204342** 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 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C204342** in **Gaston County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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.



State Contract Officer

DocuSigned by:
Ronald E. Davenport, Jr. 5/17/2019
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PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 B

The date of availability for this contract is **July 29, 2019**.

The completion date for this contract is **May 1, 2020**.

The liquidated damages for this contract are **Six Hundred Dollars (\$ 600.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 C

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 **US 29/74 (Wilkinson Blvd.), Wesleyan Drive, Lakewood Road, Main Street and Park Street** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday through Friday
From 6:00 A.M. to 9:00 A.M.
And 4:00 P.M. to 6:00 P.M.
And
Saturday and Sunday
From 9:00 A.M. to 6:00 P.M.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane closures according to the time restrictions stated herein.

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

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 C

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for closing an intersection and restoring traffic to the existing traffic pattern. The Contractor shall not close an intersection to perform work for signal equipment installation/removal on **Any Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday through Friday
From 6:00 A.M. to 9:00 P.M.
And
Saturday and Sunday
From 9:00 A.M. to 11:00 P.M.

The maximum allowable time to stop traffic for signal equipment installation or removal is 30 minutes. The Contractor shall reopen the intersection to traffic until any traffic queue is depleted.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the intersection closure according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the intersection closure according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 10-15-13)

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **I-85** during the following times:

DAY AND TIME RESTRICTIONS

From Sunday at 6:00 A.M. to Saturday at 12:00 A.M.

From Saturday at 6:00 A.M. to Sunday at 12:00 A.M.

The maximum allowable time for **stopping traffic to pull fiber optic cable or any communication or power cable across or overhead on I-85** is **twenty (20)** minutes. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the road closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **Five Thousand Dollars (\$ 5,000.00)** per twenty (20) minute time period.

MAJOR CONTRACT ITEMS:

(2-19-02) 104 SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the 2018 Standard Specifications):

Line #	Description
35	Controllers with Cabinet (Type 2070LX, Base Mounted)

NO SPECIALTY ITEMS:

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

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 6-19-18) 108-2 SP1 G58

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

<u>Fiscal Year</u>		<u>Progress (% of Dollar Value)</u>
2020	(7/01/19 - 6/30/20)	100% of Total Amount Bid

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 2-19-19) 102-15(J) SP1 G66

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **0.0 %**

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

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

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

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

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

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

Directory of Transportation Firms (Directory)

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

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

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

Listing of MBE/WBE Subcontractors

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

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

(A) Electronic Bids

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

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

(B) Paper Bids

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

firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE Goal.

- (2) *If the Combined MBE/WBE Goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

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

Banking MBE/WBE Credit

If the bid of the lowest responsive bidder exceeds \$500,000 and if the committed MBE/WBE participation submitted exceeds the algebraic sum of the Combined MBE /WBE Goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

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

Submission of Good Faith Effort

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it would be due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the contractor cannot send the information electronically, then one complete set and 5 copies of this information shall be received under the same time constraints above.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE Goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith

efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal**(A) Participation**

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with

the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

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

exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

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

MBE/WBE Replacement

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

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

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

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

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the

decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's Payment Tracking System.

Failure to Meet Contract Requirements

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

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

ELECTRONIC BIDDING:

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1, replace “Bid Express®” with “the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B), Electronic Bids, lines 39-40, replace “to Bid Express®” with “via the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B)(1), Electronic Bids, line 41, delete “from Bid Express®”

Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, line 21, replace “Bid Express® miscellaneous folder within the .ebs” with “electronic submittal”.

Page 1-29, Subarticle 103-4(C)(2), Electronic Bids, line 32, replace “.ebs miscellaneous data file of Expedite” with “electronic submittal file”

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

PROJECT SPECIAL PROVISIONS

ROADWAY

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

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

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(10-16-18) (Rev.1-15-19)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

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

Division 7

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

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

Division 10

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

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

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

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

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

Division 17

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

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

Directional Drill (1)(1.25”) Linear Foot

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§

2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. Eligibility
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. Time Limits and Filing Options
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. Format for Complaints
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. Discrimination Complaint Form
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
6. Complaint Basis
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (<i>Executive Order 13166</i>)
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)</p>
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(3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with

- disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
 - (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) Additional Title VI Assurances

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

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

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

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WORK ZONE TRAFFIC CONTROL Project Special Provisions

1. TEMPORARY TRAFFIC CONTROL

1.1 DESCRIPTION

Furnish, install, maintain, relocate, and remove all temporary traffic control devices and measures necessary, in accordance with these Project Special Provisions, the Manual on Uniform Traffic Control Devices (MUTCD), the 2018 Standard Specifications for Roads and Structures and 2018 Roadway Standard Drawings, to maintain and control vehicular and pedestrian traffic in a safe and efficient manner during construction. All temporary traffic devices and measures furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified in the contract.

1.2 GENERAL REQUIREMENTS

A) Maintenance of Traffic

The Contractor will be required to maintain traffic, both vehicular and pedestrian, within the limits of the project, including roadways that cross or intersect the project, unless otherwise provide for in the contract or approved by the Engineer. Traffic shall be maintained from the time the Contractor begins work on the project site until acceptance of the project, including any periods during which the Contractor's operations are suspended, unless otherwise provided for in the contract or approved by the Engineer. The Contractor shall conduct his work in a safe manner that will create a minimum amount of inconvenience to the traffic, both vehicular and pedestrian.

Whenever it is necessary to use traffic control devices as shown in the Roadway Standard Drawings, as determined by the Engineer, or to conform to these Project Special Provisions section, the work of furnishing, erecting, operating, maintaining, covering, relocating, and removing traffic control devices shall be in accordance with Division 11 and 12 of the Standard Specifications for Roads and Structures.

Maintain vehicular and pedestrian traffic through work zones in accordance with these Project Special Provisions, the MUTCD, and Roadway Standard Drawings and 23 CFR 630 Subparts J and K.

B) Material and Equipment Storage and Parking

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, and supplies at least 40 feet away from active travel lanes. When vehicles, equipment, and materials are protected by concrete or waterfilled barrier or guardrail, they shall be offset at least 5 feet from the barrier of guardrail.

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

C) Protection of Hazards

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Mark all hazards with signs, barricades, drums or other warning devices until the hazard is eliminated. At each location where work is started which creates a safety hazard, continue the work until completed to the extent that the safety hazard is eliminated. If the work is not pursued in a continuous manner, the Engineer will not allow any other work on the project to be performed until the existing hazard is eliminated.

D) Traffic Control Supervision

Provide the service of at least one qualified work zone supervisor. The work zone supervisor shall have the overall responsibility for proper implementation of the traffic management plans and ensure all employees working inside the NCDOT rights-of-way have received the proper training appropriate to the job decisions each employee is required to make.

The work zone supervisor is not required to be on site at all times but shall be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of work zone supervisors shall be by an NCDOT approved training agency or other approved training provider. For a complete listing of training providers, see the Work Zone Traffic Control's web page: <http://contact.ncdot.gov/projects/WZTC/pages/training.aspx>.

Coordinate with and cooperate with traffic control supervisors of adjacent or overlapping construction projects to insure safe and adequate traffic control is maintained throughout the projects at all times including periods of construction inactivity in accordance with Article 105-7 of the Standard Specifications for Roads and Structures.

E) Vehicular Access

Maintain continuous and safe vehicular access, including but not limited to, all residences, business, schools, police, fire stations, hydrants, other emergency services, hospitals and mailboxes. Conduct operations in such a manner as to limit the inconvenience to property owners.

F) Pedestrian Access

Maintain continuous and safe pedestrian access at all times, including but not limited to, all residences, businesses, schools and mailboxes. Conduct operations in such a manner as to limit the inconvenience to pedestrians. Only when existing ADA Compliant pedestrian facilities are disrupted, closed, or relocated, provide temporary ADA compliant facilities consistent with the features present in the existing ADA compliant pedestrian-facility. Otherwise, provide temporary pedestrian facilities consistent with the existing pedestrian facility. In all cases of pedestrian facility disruption, regardless of existing level of ADA compliance, provide ADA compliant pedestrian traffic control devices. These devices include Pedestrian Channelizing Devices, Temporary Curb Ramps, and Audible Warning Devices. Avoid pedestrian detours. If a pedestrian detour must be utilized, it shall not add more than ½ mile of additional distance.

Protect open excavations within or adjacent to areas subject to pedestrian traffic from pedestrian intrusion by surrounding the excavation/hazard with orange plastic mesh construction fencing (also referred to as safety fence, tree protection barricade, warning fence, etc.) or other method

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approved by the Engineer and use ADA compliant pedestrian traffic control devices. Do not use Type III Barricades, tape, flagging, rope or plastic chain strung between barricades, cones, or stakes.

Determine the extent of pedestrian needs through engineering judgment or by the traffic control supervisor responsible for the work zone. Inspect the work zone regularly so effective pedestrian traffic is maintained. When pedestrian movement through or around a work site is necessary, provide a separate useable footpath as described above. Provide temporary pedestrian facilities that are made of concrete, asphalt or other suitable material as approved by the Engineer at all locations where the existing sidewalks have been removed for construction operations.

Do not sever or move pedestrian facilities for non-construction activities such as parking for vehicles and equipment. Separate pedestrian movements from both work site activity and vehicular traffic.

G) Safety and Accident Protection

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

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the MUTCD at all times while on the project.

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 for Roads and Structures.

1.3 TRAFFIC MANAGEMENT GENERAL NOTES

Changes may be required when physical dimensions in the Roadway Standard Drawings are not attainable to meet field conditions or result in duplicate or undesired overlapping of devices. Modification may include moving, supplementing, covering, or removal of devices as directed by the Engineer.

The following General Notes apply at all times for the duration of the construction project except when otherwise directed by the Engineer.

A) Time Restrictions

Refer to Intermediate Contract Time (ICT) Nos. 1 and 2 for lane closure time restrictions.

B) Lane and Shoulder Closure Restrictions

- 1) Remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed or as directed by the Engineer.
- 2) When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within five feet of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02 unless the work is protected by barrier or guardrail.

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- 3) When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within ten feet of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02 unless the work is protected by barrier or guardrail.
- 4) When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the Roadway Standard Drawings, or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane.
- 5) Do not install more than one lane closure in any one direction on the same road.

C) Traffic Control Devices

When closures are not in effect space channelizing devices in work areas no greater in feet than twice the posted speed limit (mph) except, ten feet on-center in radii, and three feet off the edge of an open travel way. Refer to Standard Specifications for Roads and Structures Sections 1130 (Drums), 1135 (Cones), and 1180 (Skinny Drums) for additional requirements.

D) Miscellaneous

Law enforcement will be used to maintain traffic when the work area is at or in an intersection or as directed by the Engineer.

E) Pedestrians

Refer to the NCDOT Guidelines for Level of Pedestrian Accommodation in Work Zones (July 2018) for additional requirements and considerations for maintaining **Basic Pedestrian accommodations** through the work area. The guidelines are located at the following web address:

<https://connect.ncdot.gov/projects/WZTC/Work%20Zone%20Traffic%20Control%20Documents/GuideforTemporaryPedestrianAccommodations.pdf>

Refer also to MUTCD Section 6D Pedestrian and Worker Safety and Typical Applications 28 and 29 (TA-28 and TA-29) of the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) for appropriate pedestrian traffic control measures. The MUTCD 2009 is available online at the following web address: <http://mutcd.fhwa.dot.gov>

When construction activities will block pedestrian access to pedestrian signal pushbuttons, notify the Engineer at least 24 hours in advance of such work to have the signal placed on pedestrian recall.

1.4 MATERIALS

Work Zone Traffic Control Devices (A)

Refer to Division 10 of the Standard Specifications for Roads and Structures.

Use temporary traffic control devices that comply with 23 CFR 630 Subpart K. Provide Type 7 material certifications in accordance with Article 106-3 of the Standard Specifications for Roads and Structures at least 72 hours before use for all used temporary traffic control devices.

Provide temporary traffic control devices that are listed on the NCDOT Approved Products List.

1.5 CONSTRUCTION METHODS

General (A)

Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Provide appropriate lighting in accordance with Section 105-14 of the Standard Specifications for Roads and Structures.

Operate equipment and conduct operations in the same direction as the flow of traffic.

Maintain traffic in accordance with the Project Special Provisions, Division 11 of the Standard Specifications for Roads and Structures and the following Roadway Standard Drawings: 1101.2, 1101.04, 1101.11, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01.

Coordinate with the NCDOT Resident Engineer in charge of any project in the vicinity of this project for any work that may affect the construction and the temporary traffic control measures on this project. Cooperate with the contractors of adjacent or overlapping projects in accordance with Article 105-7 of the Standard Specifications for Roads and Structures.

Work Zone Traffic Control Devices (B)

Ensure all traffic control devices are inspected and approved before using them on the project. Install temporary traffic control devices before construction operations begin and during the proper phase of construction. Maintain and relocate temporary traffic control devices during the time they are in use. Keep these devices in place as long as they are needed and immediately remove thereafter. When operations are performed in stages, install only those devices that apply to the present conditions.

The Contractor may use either drums, cones or skinny drums in accordance with Articles 1130, 1135, and 1180 of the Standard Specifications for Roads and Structures.

ADA Compliant Pedestrian Traffic Control Devices (C)

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians shall be manufactured and assembled in accordance with the requirements of the Americans with Disabilities Act (ADA) and be on the NCDOT approved products list.

Pedestrian Channelizing Devices shall be manufactured and assembled to be connected as to eliminate any gaps that allow pedestrians to stray from the channelizing path. Any Pedestrian Channelizing Devices used to close or block a sidewalk shall have a "SIDEWALK CLOSED" sign affixed to it and any audible warning devices, if designated on the TMP.

Audible Warning Devices shall be manufactured to include a locator tone activated by a motion sensor and have the ability to program a message for a duration of at least 1 minute. The motion sensor shall have the ability to detect pedestrians a minimum of 10' away. The voice module may be automatic, or it may be push button activated. If push button activated, it shall be at the appropriate height to meet the ADA regulations.

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Temporary Curb Ramps shall be manufactured and assembled to meet all of the requirements for persons with walking disabilities, including wheelchair confinement, according to the ADA regulations and Roadway Standard Drawing 848.05. All detectable warning features are to be included with these installations.

Temporary Lane Closures (D)**1) General**

Operate all equipment and personnel within the designated work area during lane closures. Do not impede or stop traffic for the purpose of performing construction related work on the traffic side of the lane closure.

Install lane closures with the flow of traffic, beginning with devices on the upstream side traffic. Remove lane closures against the traffic flow, beginning with devices on the downstream side of traffic.

Vehicles used to install or remove lane closures shall have flashing or rotating beacons.

Refer to Roadway Standard Drawing No. 1101.02 or TMP detail drawings for appropriate lane closure details.

2) Intersections

When it is necessary to close a lane of traffic for construction on the departure (downstream) side of an intersection, implement the lane closure on the approach (upstream) side of the intersection. Close the appropriate lane of dual turn lanes that would otherwise turn into the lane that is closed on the departure side of the intersection.

Law Enforcement (E)

Use uniformed law enforcement officers and marked law enforcement vehicles equipped with blue lights mounted on top of the vehicle and law enforcement vehicle emblems to direct or control traffic as required by the Plans or by the Engineer.

Use law enforcement officer(s) when the existing traffic signals at the following locations must be taken out of operation in order to remove and replace /modify the existing meter service:

- US 29/74 (Wilkinson Blvd) at Grove St (12-0080)
- US 29/74 (Wilkinson Blvd) at Market St / Wesleyan (12-0081)
- US 29/74 (Wilkinson Blvd) at Lakewood (12-0082)
- US 29/74 (Wilkinson Blvd) at Belmont Mt. Holly Rd. (12-0561)
- Belmont Mt. Holly Rd. at McAdenville Rd. (12-0163)
- US 29/74 (Wilkinson Blvd) at NC 273 (Park St.) (12-0562)
- NC 273 (Park St.) at I-85 Ramp (12-0158)

Provide a minimum of twenty-four (24) hours notice to the local police department.

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Submit a proposed traffic control device maintenance schedule and check list for approval prior to construction. Perform continuous maintenance and scheduled inspections of traffic control devices. Review and maintain all traffic handling measures to ensure that adequate provisions are in place for the safety of the public and workers.

Maintenance activities include cleaning, repair or replacement of temporary traffic control devices that are damaged, torn, crushed, discolored, displaced, or deteriorated beyond effectiveness.

If there are traffic control devices in use, perform inspection on a daily basis.

If the name and telephone number of the agency, contractor, or supplier is shown on the traffic control device, it should be displayed on a non-retroreflective surface with letters or numbers that are a non-reflective material and not more than 2 inches in height.

1.7 FAILURE TO MAINTAIN TRAFFIC CONTROL

Failure to maintain temporary traffic control measures and traffic control devices in accordance with this Project Special Provision may result in a formal notification of noncompliance. Implement remedial action immediately for imminent danger situations as directed. Implement remedial action within 48 hours after notification of a safety issue that is not an imminently dangerous situation. See Articles 107-21 and 108-7 of the Standard Specifications for Roads and Structures.

Failure to comply may result in having the work performed with available forces and equipment. In cases of willful disregard for the safety of the public, the Engineer may proceed immediately to implement the measures necessary to provide the appropriate level of traffic control to ensure that the safety of all concerned parties is maintained.

1.8 MEASUREMENT AND PAYMENT

Temporary Traffic Control, except law enforcement, will be paid at the contract lump sum price for temporary traffic control. No separate measurement and payment shall be made for temporary traffic control devices, signing, portable lighting, or other materials and measures required to maintain traffic in accordance with this contract. The price and payment below will be the full compensation for all materials and work required to maintain traffic in accordance with these Project Special Provisions, the Roadway Standard Drawings, the Standard Specifications for Roads and Structures, and the MUTCD.

Law enforcement will be measured and paid for as the actual number of hours that each law enforcement officer is provided during the life of the project as approved by the Engineer and subject to the following conditions:

- Measurement and payment will not exceed 3 hours per police officer provided to direct traffic at a given signalized intersection during the modification or removal and replacement of an existing traffic signal electrical service.
- There will be no direct payment for marked law enforcement vehicles as they are incidental to the pay item.

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- If the Contractor fails to maintain acceptable traffic control measures or temporary traffic control devices and the Engineer implements measures necessary to provide the appropriate level of traffic control, the actual cost of performing said work will be deducted from the monies due the Contractor on the contract.

Payment will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	Lump Sum
Law Enforcement	Per Hour

5/16/2019



DocuSigned by:

J. Stuart Bourne

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DocuSign by
 Greg Fuller 4/22/2019
 EAA836F120F349E...

Document not considered final unless all signatures completed.

**Signals and Intelligent Transportation Systems
 Project Special Provisions
 (Version 18.2)**

N.C. Project No. U-6038 (WBS # 46974.1.1)

Prepared By:



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1. GENERAL REQUIREMENTS

1.1. DESCRIPTION

The purpose of this project is to construct a new computerized traffic signal system in the City of Belmont, North Carolina. Work will be primarily comprised of a new fiber optic communications system, traffic signal field equipment upgrades, upgrading the existing traffic signal software, and a installing a new video monitoring system. This project includes:

- Signal display upgrades, field wiring, and upgrade existing controllers and cabinets with Model 2070LX controllers housed in Model 332 traffic signal cabinets for twelve (12) signalized intersections.
- Signal display upgrades, field wiring, and upgrade existing controllers with Model 2070LX controllers. Retain existing Model 332 traffic signal cabinets for two (2) signalized intersections.
- Replace and expansion the single-mode fiber-optic communications system with a new Ethernet-based, fiber optic communications system comprised of approximately 6 roadway miles of cable.
- Install wireless communications link to provide connectivity to two (2) traffic signals.
- Install 6 new digital Internet Protocol (IP) CCTV cameras and modifying the existing Metrolina Regional Transportation Management Center (MRTMC) video equipment and database.

1.2. Specifications and Special Provisions

Conform to these Project Special Provisions, the North Carolina Department of Transportation (NCDOT) Standard Specifications and Standard Drawings for Roads and Structures, dated January 2018, hereinafter referred to as the “Standard Specifications” or “Standard Drawings.” Conform to the Codes and Regulations described in Section 1700 of the Standard Specifications.

Within these Project Special Provisions, the “Department” refers to the North Carolina Department of Transportation.

1.3. Coordination of Plans, Specifications and Special Provisions

The Standard Specifications, the Standard Drawings, the Plans and these Project Special Provisions are essential parts of the contract, and a requirement occurring in one is as binding as

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though occurring in all. They are complementary and provide and describe the complete contract. In case of a discrepancy or conflict, the following will apply in ascending order:

- Calculated dimensions shall govern over scaled dimensions
- Project Special Provisions shall govern over Standard Specifications
- Plans shall govern Standard Specifications and Standard Drawings
- Project Special Provisions shall govern over Standard Specifications, the Plans, Standard

Drawings.

In the event of a contradiction within the Project Special Provisions as to the measurement and payment of any pay item, the text of the respective Measurement and Payment subsection for the pay item in question shall govern.

The Contractor shall not take advantage of any apparent error or omission in the contract. In the event such errors or omissions are discovered, the Engineer will make such corrections and interpretations as may be determined necessary for the fulfillment of the intent of the contract.

2. 2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

The 2018 Standard Specifications are revised as follows:

2.1. GENERAL REQUIREMENTS – Construction Methods (1700-3(K))

Page 17-4, revise sentence starting on line 14 to read “Modify existing electrical services, as necessary, to meet the grounding requirements of the NEC, these *Standard Specifications, Standard Drawings*, and the project plans.”

Page 17-4, revise sentence beginning on line 21 to read “Furnish and install additional ground rods to grounding electrode system as necessary to meet the *Standard Specifications, Standard Drawings*, and test requirements.”

2.2. WOOD POLES – Construction Methods (1720-3)

Page 17-18, revise sentence starting on line 13 to read “On new Department-owned poles, install a grounding system consisting of #6 AWG solid bare copper wire that is mechanically crimped using an irreversible compression tool with die to a single ground rod installed at base of pole or to the electrical service grounding electrode system located within 10 feet of the pole.”

2.3. JUNCTION BOXES – Materials (1098-3)

Page 10-214, add additional junction box size starting on line 15 to read “(D) **Special Size Junction Boxes** Provide special size junction boxes and covers with minimum inside dimensions of 36” (l) x 36” (w) x 24” (d).”

3. SIGNAL HEADS

3.1. MATERIALS

A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch signal head housing and 16-inch pedestrian signal head housing and end caps from die-cast aluminum. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel.

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Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, wire outlet bodies, wire entrance fitting brackets and end caps when supplied as components of messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware, rigid vehicle signal head mounting brackets for mast-arm attachments, messenger cable hanger components or balance adjuster components.

Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, "Enamel Heat Resisting, Instrument Black."

Where required, provide polycarbonate signal heads and visors that comply with the provisions pertaining to the aluminum signal heads listed on the QPL with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of 0.1 ± 0.01 inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Izod impact strength, ft-lb/in [notched, 1/8 inch]	12 minimum	ASTM D 256

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions that can accommodate a minimum of ten Number 14 AWG conductors.

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

1. Sample submittal

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2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement
 - Pedestrian Traffic Control Signal Indications –Light Emitting Diode (LED) Signal Modules

(Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories.) Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department

3. Evidence of conformance with the requirements of these specifications
4. A manufacturer's warranty statement in accordance with the required warranty
5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters
6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

B. Vehicle Signal Heads:

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block? Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate, and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom

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of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate messenger cable hanger components, wire outlet bodies and balance adjuster components from stainless steel or malleable iron galvanized in accordance with ASTM A153 (Class A) or ASTM A123. Provide serrated rings made of aluminum. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, hex-head bolts and associated nuts, clevis pins, cotter pins, U-bolt clamps and nuts from stainless steel.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum. Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

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Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
12-inch green circular	15	15

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

LED Arrow Signal Modules:

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red arrow	12	9
12-inch green arrow	11	11

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to ensure power required at 77° F is 12 Watts or less.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

C. Pedestrian Signal Heads:

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for "Pedestrian Traffic Control Signal Indications" and the following sections of the ITE standard for "Vehicle Traffic Control Signal Heads" in effect on the date of advertisement:

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- Section 3.00 - “Physical and Mechanical Requirements”
- Section 4.01 - “Housing, Door, and Visor: General”
- Section 4.04 - “Housing, Door, and Visor: Materials and Fabrication”
- Section 7.00 - “Exterior Finish”

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy-duty push-button assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

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Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
Hand Indication	16	13
Walking Man Indication	12	9
Countdown Indication	16	13

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

D. Signal Cable:

Furnish 16-4 and 16-7 signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 16-4 cable: white, yellow, red, and green
- For 16-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

Provide a ripcord to allow the cable jacket to be opened without using a cutter. IMSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the IMSA specification number and provide conductors constructed of stranded copper.

4. CONTROLLERS WITH CABINETS

4.1. MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

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Provide one 20 mm diameter radial lead UL-recognized metal oxide varistor (MOV) between each load switch field terminal and equipment ground. Electrical performance is outlined below.

PROPERTIES OF MOV SURGE PROTECTOR	
Maximum Continuous Applied Voltage at 185° F	150 VAC (RMS) 200 VDC
Maximum Peak 8x20µs Current at 185° F	6500 A
Maximum Energy Rating at 185° F	80 J
Voltage Range 1 mA DC Test at 77° F	212-268 V
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V
Typical Capacitance (1 MHz) at 77° F	1600 pF

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least 10A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 395V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 395V. Provide devices that comply with the following:

Frequency (Hz)	Minimum Insertion Loss (dB)
60	0
10,000	30
50,000	55
100,000	50
500,000	50
2,000,000	60
5,000,000	40
10,000,000	20
20,000,000	25

4.2. MATERIALS – TYPE 170E CABINETS

A. Type 170 E Cabinets General:

Conform to the city of Los Angeles’ Specification No. 54-053-08, *Traffic Signal Cabinet Assembly Specification* (dated July 2008), except as required herein.

Furnish model 332 base mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. Provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details.

Provide model 200 load switches, model 222 loop detector sensors, model 252 AC isolators, and model 242 DC isolators according to the electrical details. As a minimum, provide one (1) model 2018 conflict monitor, one (1) model 206L power supply unit, two (2) model 204 flashers, one (1) DC isolator (located in slot I14), and four (4) model 430 flash transfer relays (provide seven (7) model 430 flash transfer relays if auxiliary output file is installed) with each cabinet.

B. Type 170 E Cabinet Electrical Requirements:

Provide a cabinet assembly designed to ensure that upon leaving any cabinet switch or conflict monitor initiated flashing operation, the controller starts up in the programmed start up phases and start up interval.

Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the cabinet drawer.

All AC+ power is subject to radio frequency signal suppression.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that operate properly over a temperature range of -40° F to +185° F. Ensure the surge suppression devices provide both common and differential modes of protection.

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

- Peak Surge Current (Single pulse, 8x20µs).....20,000A
- Occurrences (8x20µs waveform).....10 minimum @ 20,000A
- Maximum Clamp Voltage.....395VAC
- Operating Current.....15 amps
- Response Time.....< 5 nanoseconds

Provide a loop surge suppressor for each set of loop terminals in the cabinet. Ensure the device meets the following specifications:

- Peak Surge Current (6 times, 8x20µs)
 - (Differential Mode).....400A
 - (Common Mode).....1,000A

- Occurrences (8x20µs waveform).....500 min @ 200A
- Maximum Clamp Voltage
 - (Differential Mode @400A).....35V
 - (Common Mode @1,000A).....35V
- Response Time.....< 5 nanoseconds
- Maximum Capacitance.....35 pF

Provide a data communications surge suppressor for each communications line entering or leaving the cabinet. Ensure the device meets the following specifications:

- Peak Surge Current (Single pulse, 8x20µs).....10,000A
- Occurrences (8x20µs waveform).....100 min @ 2,000A
- Maximum Clamp Voltage.....Rated for equipment protected
- Response Time.....< 1 nanosecond
- Maximum Capacitance.....1,500 pF
- Maximum Series Resistance.....15Ω

Provide a DC signal surge suppressor for each DC input channel in the cabinet. Ensure the device meets the following specifications:

- Peak Surge Current (Single pulse, 8x20µs).....10,000A
- Occurrences (8x20µs waveform).....100 @ 2,000A
- Maximum Clamp Voltage.....30V
- Response Time.....< 1 nanosecond

Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

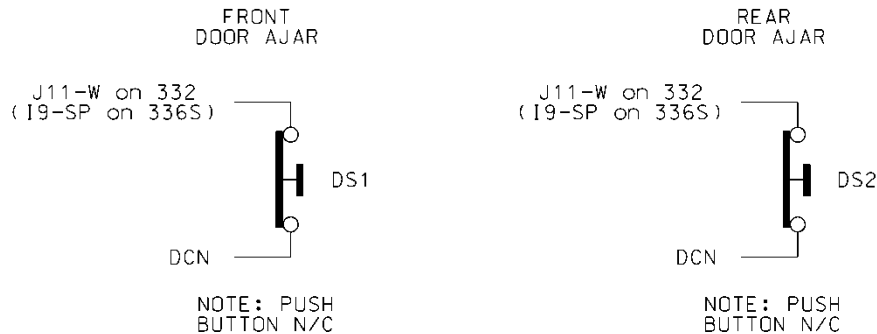
- Peak Surge Current (Single pulse, 8x20µs).....20,000A
- Maximum Clamp Voltage.....350VAC
- Response Time.....< 200 nanoseconds
- Discharge Voltage.....<200 Volts @ 1,000A
- Insulation Resistance.....≥100 MΩ

Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

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If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc., install a UL listed, industrial, heavy-duty type power outlet strip with a minimum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Provide a door switch in the front and a door switch in the rear of the cabinet that will provide the controller unit with a Door Ajar alarm when either the front or the rear door is open. Ensure the door switches apply DC ground to the Input File when either the front door or the rear door is open.

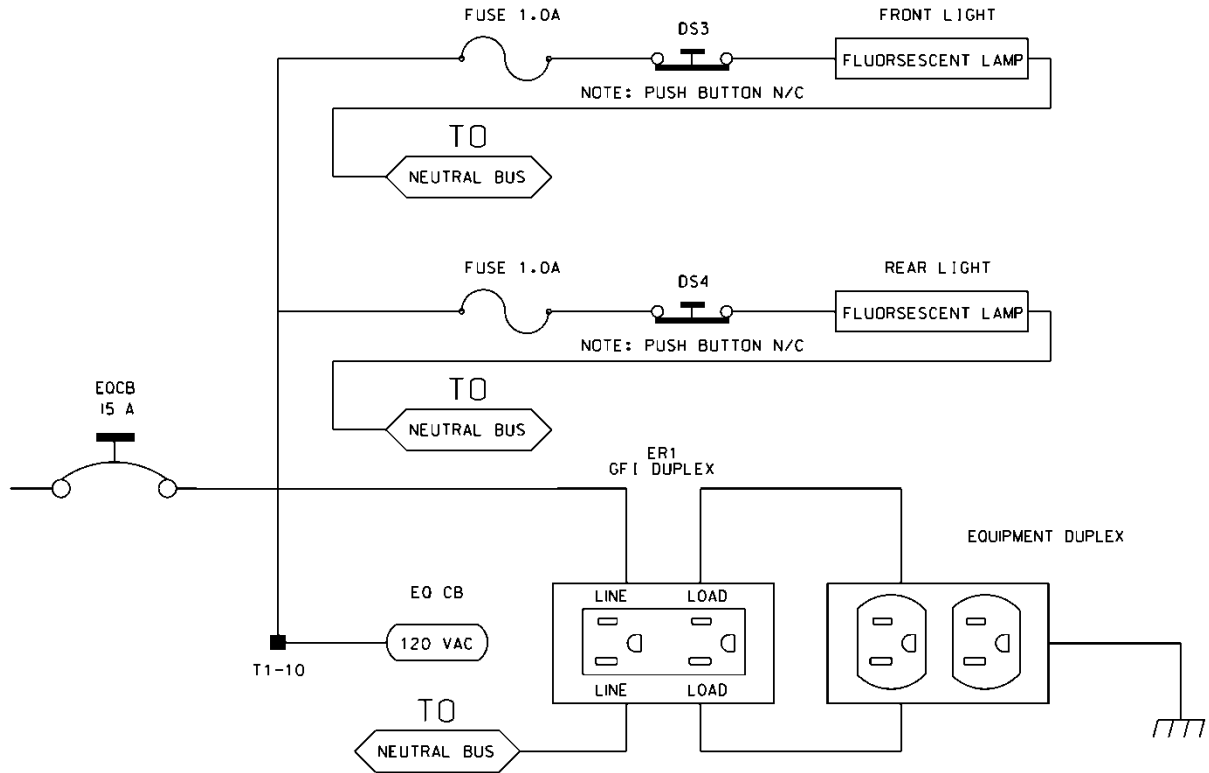


Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate the fixtures so as not to interfere with a technician's ability to perform work on any devices or terminals in the cabinet. Provide a protective diffuser to cover exposed bulbs. Install 16 watt T-4 lamps in the fluorescent fixtures. Provide a door switch to provide power to each fixture when the respective door is open. Wire the fluorescent fixtures to the 15 amp ECB (equipment circuit breaker).

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For model 332 base mounted cabinets, ensure terminals J14-E and J14-K are wired together on the rear of the Input File. Connect TB9-12 (J14 Common) on the Input Panel to T1-2 (AC-) on the rear of the PDA.

Provide detector test switches mounted at the top of the cabinet rack or other convenient location which may be used to place a call on each of eight phases based on the chart below. Provide three positions for each switch: On (place call), Off (normal detector operation), and Momentary On (place momentary call and return to normal detector operation after switch is released). Ensure that the switches are located such that the technician can read the controller display and observe the intersection.

Connect detector test switches for cabinets as follows:

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332 Cabinet	
Detector Call Switches	Terminals
Phase 1	I1-W
Phase 2	I4-W
Phase 3	I5-W
Phase 4	I8-W
Phase 5	J1-W
Phase 6	J4-W
Phase 7	J5-W
Phase 8	J8-W

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations.

Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown below. When no auxiliary output file is installed in the cabinet, provide wires for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

PIN	P1		P2		P3	
	FUNCTION	CONN TO	FUNCTION	CONN TO	FUNCTION	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Do not provide the P20 terminal assembly (red monitor board) or red interface ribbon cable as specified in LA Specification No. 54-053-08.

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface

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connector on the conflict monitor are center polarized to ensure proper connection. Ensure that removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the output file and auxiliary output file using 22 AWG stranded wires. Ensure the length of these wires is a minimum of 42 inches in length. Provide a durable braided sleeve around the wires to organize and protect the wires.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Provide a wire for special function 1. Terminate the unused wires with ring type lugs, insulated, and bundled for optional use.

P20 Connector					
PIN	FUNCTION	CONN TO	PIN	FUNCTION	CONN TO
1	Channel 15 Red	119	2	Channel 16 Red	110
3	Channel 14 Red	104	4	Chassis GND	01-9
5	Channel 13 Red	113	6	N/C	
7	Channel 12 Red	AUX 101	8	Spec Function 1	
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114
11	Channel 9 Red	AUX 121	12	Channel 8 Red	107
13	Channel 7 Red	122	14	Channel 6 Red	134
15	Channel 5 Red	131	16	Channel 4 Red	101
17	Channel 3 Red	116	18	Channel 2 Red	128
19	Channel 1 Red	125	20	Red Enable	01-14

Ensure the controller unit outputs to the auxiliary output file are pre-wired to the C5 connector. When no auxiliary output file is installed in the cabinet, connect the C5 connector to a storage socket located on the Input Panel or on the rear of the PDA.

Do not wire pin 12 of the load switch sockets.

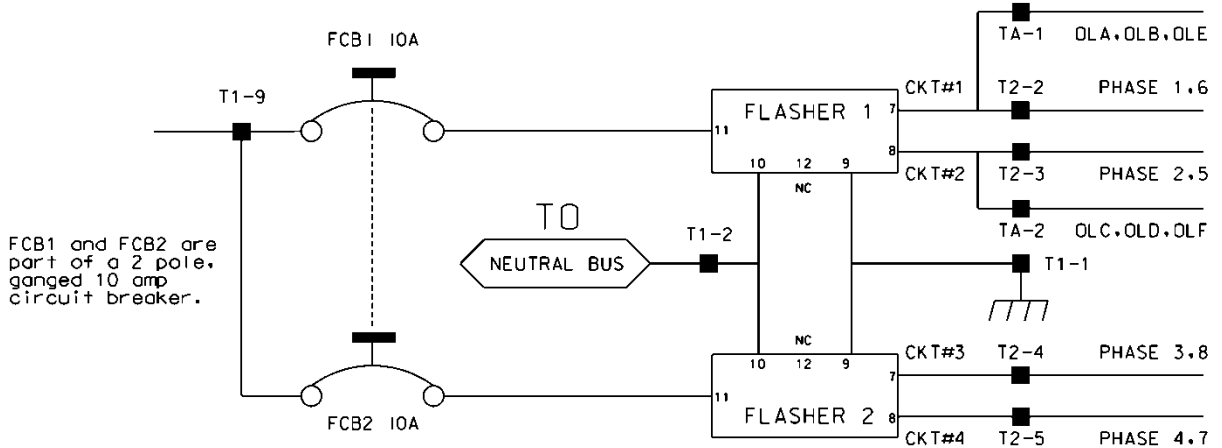
In addition to the requirements of LA Specification No. 54-053-08, ensure relay K1 on the Power Distribution Assembly (PDA) is a four pole relay and K2 on the PDA is a two pole relay.

Provide a two pole, ganged circuit breaker for the flash bus circuit. Ensure the flash bus circuit breaker is an inverse time circuit breaker rated for 10 amps at 120 VAC with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Do not provide the auxiliary switch feature on the flash bus circuit breaker. Ensure the ganged flash bus circuit breaker is certified by the circuit breaker manufacturer to provide gang tripping operation.

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Ensure auxiliary output files are wired as follows:

AUXILIARY OUTPUT FILE	
TERMINAL BLOCK TA ASSIGNMENTS	
POSITION	FUNCTION
1	Flasher Unit #1, Circuit 1/FTR1 (OLA, OLB)/FTR3 (OLE)
2	Flasher Unit #1, Circuit 2/FTR2 (OLC, OLD)/FTR3 (OLF)
3	Flash Transfer Relay Coils
4	AC -
5	Power Circuit 5
6	Power Circuit 5
7	Equipment Ground Bus
8	NC

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

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ACCEPTABLE LOAD RESISTOR VALUES	
VALUE (ohms)	WATTAGE
1.5K – 1.9 K	25W (min)
2.0K – 3.0K	10W (min)

Provide Model 200 load switches, Model 204 flashers, Model 242 DC isolators, Model 252 AC isolators, and Model 206L power supply units that conform to CALTRANS' *“Transportation Electrical Equipment Specifications”* dated March 12, 2009 with Erratum 1.

C. Type 170 E Cabinet Physical Requirements:

Do not mold, cast, or scribe the name “City of Los Angeles” on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional 4.0 inches minimum gripping length.

Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

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Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

D. Model 2018 Enhanced Conflict Monitor:

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode) and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)

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- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150 ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150 ms (210 mode).

Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1 s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1 s (210 mode).

Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 400 +/- 50ms (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is 92 +/- 2 Vrms, the AC line restore voltage threshold is 98 +/- 2 Vrms, and the AC line brown-out timing value is set to 80 +/- 17 ms (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

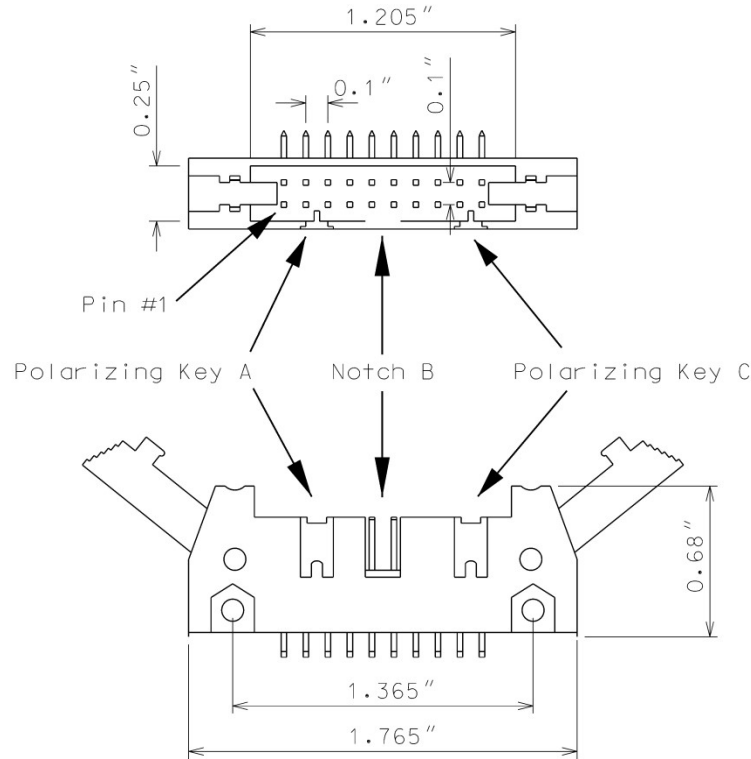
Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30μ" thick.

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Ensure the red interface connector pins on the monitor have the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

Ensure that removal of the P20 cable connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

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Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an “off” condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an “off” condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS’ 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no “on” voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070 controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 700 ms when used with a 170 controller and 1200 ms when used with a 2070 controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
 - a) Red Enable input to monitor is active (Red Enable voltages are “on” at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
 - b) Neither Special Function 1 nor Special Function 2 inputs are active.

- c) Pin #EE (output relay common) is not active
2. **Short/Missing Yellow Indication Fault (Clearance Error):** Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0.1 -second accuracy). If a channel fails to detect an “on” signal at the Yellow input for a minimum of 2.7 seconds (± 0.1 second) following the detection of an “on” signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.
 3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as “on” at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.
 4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of 2 Hz \pm 20% with a 50% duty cycle when the AC Line voltage falls below the “drop-out” level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the “restore” level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the “restore” level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of 4 Hz \pm 20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the “restore” level. If the watchdog input has not made

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5 transitions between the True and False state within 10 ± 0.5 seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel pair for the following fault conditions: Conflict, Flash Rate Detection, Red Fail, Dual Indication, and Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

FYA mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

If a FYA channel pair is enabled for FYA operation, the conflict monitor will monitor the FYA logical channel pair for the additional following conditions:

1. **Conflict:** Channel conflicts are detected based on the permissive programming jumpers on the program card. This operation remains unchanged from normal operation except for the solid Yellow arrow (FYA clearance) signal.
2. **Yellow Change Interval Conflict:** During the Yellow change interval of the Permissive Turn channel (flashing Yellow arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active. These conflicting channels shall be determined by the program card compatibility programming of the Permissive Turn channel (flashing Yellow arrow). During the Yellow change interval of the Protected Turn channel (solid Green arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active as determined by the program card compatibility programming of the Protected Turn channel (solid Green arrow).
3. **Flash Rate Detection:** The conflict monitor unit shall monitor for the absence of a valid flash rate for the Permissive turn channel (flashing Yellow arrow). If the Permissive turn channel (flashing Yellow arrow) is active for a period greater than 1600 milliseconds, ensure the conflict monitor triggers and puts the intersection into flash. If the Permissive turn channel (flashing Yellow arrow) is active for a period less than 1400 milliseconds, ensure the conflict monitor does not trigger. Ensure the conflict monitor will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input. Provide a jumper or switch that will enable and disable the Flash Rate Detection function. Ensure that when the jumper is not present or the switch is in the OFF position the Flash Rate Detection function is enabled. Ensure that when the jumper is present or the switch is in the ON position the Flash Rate Detection function is disabled.
4. **Red Monitoring or Absence of Any Indication (Red Failure):** The conflict monitor unit shall detect a red failure if there is an absence of voltage on all four of the inputs of a FYA channel pair (RA, YA, FYA, GA).
5. **Dual Indications on the Same Channel:** The conflict monitor unit shall detect a dual indication if two or more inputs of a FYA channel pair (RA, YA, FYA, GA) are "on" at the same time.
6. **Short/Missing Yellow Indication Fault (Clearance Error):** The conflict monitor unit shall monitor the solid Yellow arrow for a clearance fault when terminating both the Protected Turn channel (solid Green arrow) interval and the Permissive Turn channel (flashing Yellow arrow) interval.

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

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For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor's electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor's network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070 controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

Conflict Monitor RS-232C/D (DB-9 Female) Pinout		
Pin Number	Function	I/O
1	DCD	O
2	TX Data	O
3	RX Data	I
4	DTR	I
5	Ground	-
6	DSR	O
7	CTS	I
8	RTS	O
9	NC	-

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MONITOR BOARD EDGE CONNECTOR

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	B	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	H	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
--		--	
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output, Side #2, Common
28	Relay Output, Side #1, N.C.	FF	AC+

-- Slotted for keying between Pins 17/U and 18/V

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CONFLICT PROGRAM CARD PIN ASSIGNMENTS

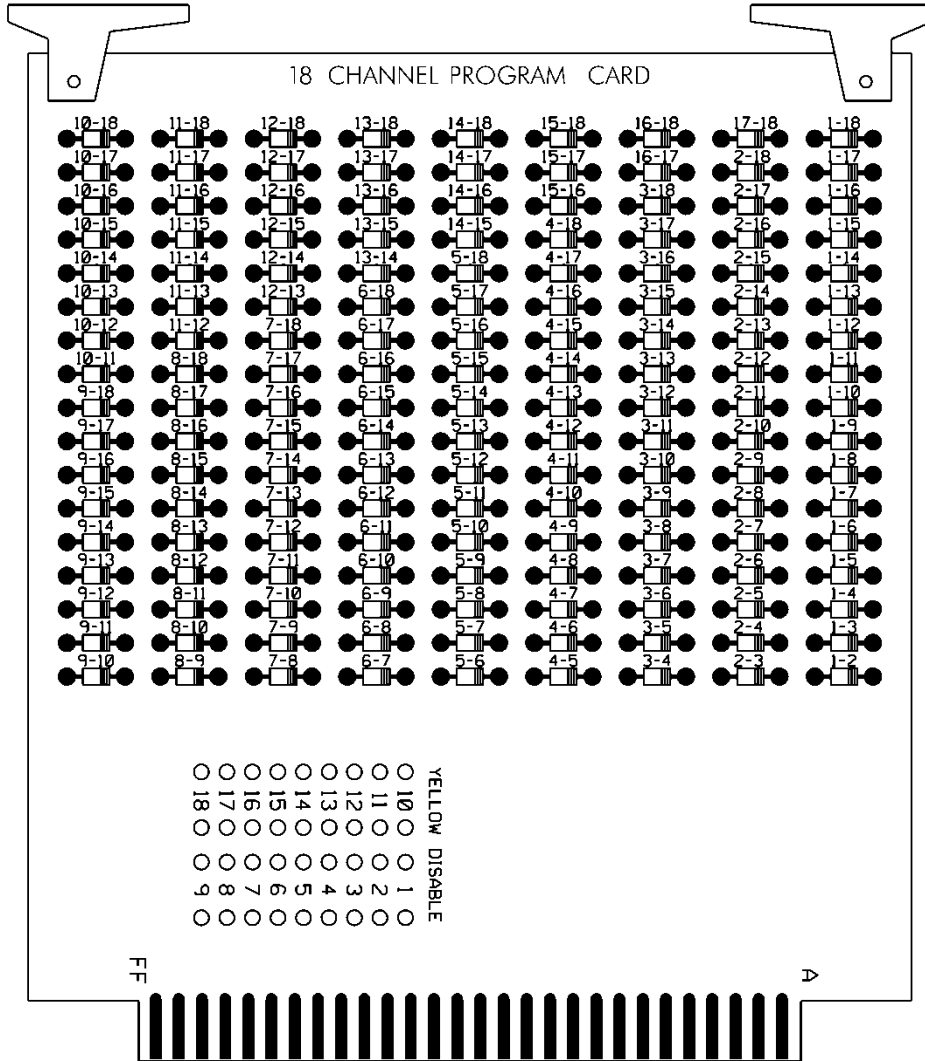
Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	B	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	H	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	W	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
--		--	
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

-- Slotted for keying between Pins 24/BB and 25/CC

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Furnish detector sensor units that comply with Chapter 5 Section 1, “General Requirements,” and Chapter 5 Section 2, “Model 222 & 224 Loop Detector Sensor Unit Requirements,” of the CALTRANS “Transportation Electrical Equipment Specifications” dated March 12, 2009 with Erratum 1.

4.4. MATERIALS – TYPE 2070LX CONTROLLERS

Furnish model 2070LX controller units that conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010 and Errata 2 dated December 5, 2014) except as required herein.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070LX controllers with Linux kernel 2.6.18 or higher and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1C, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2E+, Field I/O Module (FI/O)
 - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP

Provide a Board Support Package (BSP) to the state and to any specified applications software manufacturer when requested by the state to facilitate the porting of application software.

A. General

Remove existing controller and conflict monitor. Take existing equipment out of service only at the time directed. Furnish and Install new 2070LX Controller and 2018 Enhanced Conflict Monitor in the existing cabinet where required.

Install controller and hardware that provide required phasing, color sequence, flash sequence, interconnection, railroad clearance and preemption and emergency vehicle clearance and preemption.

Do not program controller for late night flashing operation at railroad preemption installations. For all other installations, do not program controller for late night flashing operation unless otherwise directed. Ensure all signal heads for same approach flash concurrently during flashing operation. Provide serial number for each new controller installed. Activate controller with proposed phasing and timing.

B. Workshop

Provide enclosed workshop to set up and test new controller and conflict monitor before installation. Locate workshop within Division responsible for project administration. Ensure workshop provides protection from weather and sufficient space to house 2 test observers, all necessary test equipment and material, controllers, and cabinets.

Configure and test each controller and conflict monitor to match the proposed signal design. Ensure all equipment furnished and installed or modified by the Contractor at each location operates

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in full compliance with the plans and project special provisions. Test each controller for proper color sequence, flashing operation, phase timings, preemption, coordination and conflict monitor programming or malfunction management unit programming. Ensure that simultaneous confliction phase outputs will cause the cabinet to revert to flashing operation. For intersections with any type of preemption, submit a completed Preemption Test Procedure Checklist. The checklist is located on the Department’s website.

Test the controller and conflict monitor for eight hours minimum. Following this test and before installation, the Engineer will inspect the equipment in operation. The Engineer may require other tests to ensure proper operation. These tests shall be at no additional cost to the Department.

C. Measurement and Payment

2070LX Controller will be measured and paid as the actual number of each type of controller furnished, installed, and accepted.

2018 Enhanced Conflict Monitor will be measured and paid as the actual number of each type of conflict monitor furnished, installed, and accepted.

No measurement will be made of malfunctioning detection units as these will be incidental to furnishing and installing the controllers and conflict monitors.

Payment will be made under:

Pay Item	Pay Unit
2070LX Controller.....	Each
2018 Enhanced Conflict Monitor.....	Each

5. JUNCTION BOX MARKERS

5.1. DESCRIPTION

Furnish and install junction box markers with all necessary hardware and adhesives to warn of buried fiber-optic communications cable.

5.2. MATERIALS

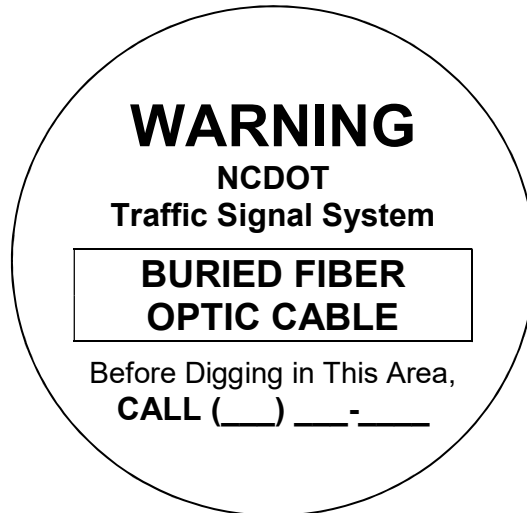
A. Junction Box Markers

Furnish durable, non-reflective junction box markers, also known as curb markers, fabricated from UV-resistant, non-metallic materials other than ceramic material, such as polyurethane or high impact polypropylene or other high impact plastic. Provide junction box markers that are designed for outdoor use, that are waterproof, that resist fading, that are temperature stable and that resist chemical and mechanical abrasion. Furnish junction box markers with a quick-setting adhesive designed for use with the junction box markers supplied and designed to permanently adhere junction box markers to Portland cement/concrete, steel, and cast iron as well as other non-porous hard surfaces. Do not provide markers that require intrusive fasteners to secure the marker to the surface. Do not provide adhesives that are not designed for use with the junction markers supplied. Provide junction box markers that do not require special tools such as torches, tamping machines or

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drills or hardware or special surface preparation for installation. Furnish junction box markers from a manufacturer that has been producing such junction box markers (i.e., curb markers) for a minimum of 10 consecutive years.

Order the junction box marker with the Division's Phone Number printed on the marker, hand written sharpie labeling is not acceptable. Consult with the Engineer to ensure the junction box labels are ordered with the correct Division phone number. Provide junction box markers that contain the text and symbols, text emphasis and text proportions depicted in the example format shown below.:



Overall Junction Box Marker Dimensions: 2.5" diameter

Text: Black

Background: Light Gray (to blend with concrete and granite surfaces)

Submit samples of proposed junction marker to the Engineer for approval before installation. In lieu of designing a custom junction box marker, the Contractor may submit for the Engineer's approval a stock/standard junction box marker format (i.e., off-the-shelf format) from the junction box marker manufacturer that differs from the example format proposed above but that still embodies the content and intent conveyed by the example format.

Have the junction box marker manufacturer provide a list of references along with contract information for at least five different municipal government agencies and/or state departments of transportation that have installed the proposed manufacturer's markers and can attest to the performance of the manufacturer's markers over a continuous period of no less than seven years. Submit these references to the Engineer for review in conjunction with submission of the sample.

5.3. CONSTRUCTION METHODS

B. Junction Box Markers

Apply junction box markers to the surface of the junction box cover/lid on all new and/or existing junction boxes that are to be reused to house the fiber-optic communications cable. Additionally, at locations where a junction box is perpendicular to a raised curb place an additional junction box marker on the curb.

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Clean surface to which the junction box marker will be applied. Make sure application surface is dry and free of any loose debris or cracks. Apply adhesive to back side of the junction box marker in accordance with manufacturer’s instructions. Apply additional adhesive when surface is uneven or textured to fill voids and assure secure adhesion. Apply the junction box marker to the application surface and press firmly. Ensure that entire edge around perimeter of marker is sealed to the application surface.

Position the marker in the approximate center of the junction box cover and orient the marker so that its text is parallel to long side of the cover. On curb sections install the marker on the flattest surface of the curb at a point that is perpendicular to the junction box.

Junction box markers are not required to be place on flat surfaces of the roadway where there is no curbing, unless required by the Engineer.

5.4. MEASUREMENT AND PAYMENT

Junction Box Marker will be measured and paid for as the actual number of junction box markers furnished, installed, and accepted.

No measurement will be made of junction box marker adhesive as this will be considered incidental to furnishing and installing the junction box marker.

Payment will be made under:

Junction Box Marker.....Each

6. CCTV CAMERA EQUIPMENT

6.1. DESCRIPTION

Furnish and install digital CCTV equipment described in these Project Special Provisions. All new CCTV cameras shall be fully compatible with the existing video management software that is currently being used by the MRTMC. All CCTV cameras installations will utilize Power Over Ethernet (PoE).

Contact the Engineer to confirm all CCTV locations prior to beginning construction.

6.2. MATERIAL

A. General:

Furnish and install new CCTV camera assemblies at the locations shown on the Plans. Each assembly consists of the following:

- One dome CCTV color digital signal processing camera unit with zoom lens, filter, control circuit, and accessories in a single enclosed unit

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- Built-in video encoder capable of H.264/MPEG-4 compression for video-over IP transmission
- Motorized pan, tilt, and zoom
- Pole-mount camera attachment assembly
- All necessary cable, connectors and incidental hardware to make a complete and operable system
- A lightning arrestor installed in-line between the CCTV camera and the equipment cabinet components.
- A NEMA-rated enclosure constructed of aluminum with a clear acrylic dome or approved equal Camera Unit housing.

B. Camera and Lens:**1. Cameras**

Furnish new 1/3-inch charged-coupled device (CCD) color cameras. The sensors shall use Complementary Metal-Oxide-Semiconductor (CMOS) technology. The camera must meet the following minimum requirements:

- Sensor size: 2 megapixels
- Video Resolution: 1920x1080 (HDTV 1080p)
- Aspect Ratio: 16:9
- Overexposure protection: The camera shall have built-in circuitry or a protection device to prevent any damage to the camera when pointed at strong light sources, including the sun
- Low light condition imaging
- Wide dynamic range (WDR) operation
- Electronic image stabilization
- Automatic focus with manual override

2. Zoom Lens

Furnish each camera with a motorized zoom lens that is high performance integrated dome system or approved equivalent with automatic iris control with manual override and neutral density spot filter. Furnish lenses that meet the following optical specifications:

- 30X optical zoom, and 12X electronic zoom
- Preset positioning: 64 Presets

The lens must be capable of both automatic and remote manual control iris and focus override operation. The lens must be equipped for remote control of zoom and focus, including automatic movement to any of the preset zoom and focus positions. Mechanical or electrical means must be provided to protect the motors from overrunning in extreme positions. The operating voltages of the lens must be compatible with the outputs of the camera control.

3. Communication Standards:

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The CCTV camera shall support the appropriate NTCIP 1205 communication protocol (version 1.08 or higher), ONVIF, or approved equal.

4. Networking Standards:

- Network Connection: 10/100 Mbps auto-negotiate
- Frame Rate: up to 60 fps
- Data Rate: scalable
- Built-in Web Server
- Unicast & multicast support
- Two simultaneous video streams (Dual H.264 and MJPEG):
 - Video 1: H.264 (Main Profile, at minimum)
 - Video 2: H.264 or MJPEG
- Supported Protocols: DNS, IGMPv2, NTP, RTSP, RTP, TCP, UDP, DHCP, HTTP, IPv4

The video camera shall allow for the simultaneous encoding and transmission of the two digital video streams, one in H.264 format (high-resolution) and one in H.264 or MJPEG format (low- resolution).

Initially use UDP/IP for video transport and TCP/IP for camera control transport unless otherwise approved by the Engineer.

The 10/100BaseTX port shall support half-duplex or full-duplex and provide auto negotiation and shall be initially configured for full-duplex.

The camera unit shall be remotely manageable using standard network applications via web browser interface administration. Telnet or SNMP monitors shall be provided.

C. Camera Housing:

Furnish new dome style enclosure for the CCTV assemblies. Equip each housing with mounting assembly for attachment to the CCTV camera pole. The enclosures must be equipped with a sunshield and be fabricated from corrosion resistant aluminum and finished in a neutral color of weather resistant enamel. The enclosure must meet or exceed NEMA 4X ratings. The viewing area of the enclosure must be tempered glass.

D. Pan and Tilt Unit:

Equip each new dome style assembly with a pan and tilt unit. The pan and tilt unit must be integral to the high performance integrated dome system. The pan and tilt unit must be rated for outdoor operation, provide dynamic braking for instantaneous stopping, prevent drift, and have minimum backlash. The pan and tilt units must meet or exceed the following specifications:

- Pan: continuous 360 Degrees

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- Tilt: up/down +2 to -90 degrees minimum
- Motors: Two-phase induction type, continuous duty, instantaneous reversing
- Preset Positioning: 64 PTZ presets per camera

E. Control Receiver/Driver:

Provide each new camera unit with a control receiver/driver that is integral to the CCTV dome assembly. The control receiver/driver will receive serial asynchronous data initiated from a camera control unit, decode the command data, perform error checking, and drive the pan/tilt unit, camera controls, and motorized lens. As a minimum, the control receiver/drivers must provide the following functions:

- Zoom in/out
- Automatic focus with manual override
- Tilt up/down
- Automatic iris with manual override
- Pan right/left
- Minimum 64 preset positions for pan, tilt, and zoom

In addition, each control receiver/driver must accept status information from the pan/tilt unit and motorized lens for preset positioning of those components. The control receiver/driver will relay pan, tilt, zoom, and focus positions from the field to the remote camera control unit. The control receiver/driver must accept “goto” preset commands from the camera control unit, decode the command data, perform error checking, and drive the pan/tilt and motorized zoom lens to the correct preset position. The preset commands from the camera control unit will consist of unique values for the desired pan, tilt, zoom, and focus positions.

F. Electrical:

The camera assembly shall support power-over-Ethernet (PoE) in compliance with IEEE 802.3af. Provide any external power injector that is required for PoE with each assembly.

G. CCTV Camera Attachment to Pole:

Furnish and install an attachment assembly for the CCTV camera unit. Use stainless steel banding approved by the Engineer.

Furnish CCTV attachments that allow for the removal and replacement of the CCTV enclosure as well as providing a weatherproof, weather tight, seal that does not allow moisture to enter the enclosure.

Furnish a CCTV Camera Attachment Assembly that can withstand wind loading at the maximum wind speed and gust factor for the region and can support a minimum camera unit dead load of 45 pounds (20.4 kg).

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Protect all equipment with metal oxide varistors connecting each power conductor to ground.

Protect the electrical and Ethernet cables from the CCTV unit entering the equipment cabinet with surge protection. Provide an integrated unit that accepts unprotected electrical and Ethernet connections and outputs protected electrical and Ethernet connections. Ethernet connections shall be RJ45 with full gigabit Ethernet transmission speeds and electrical connections shall be #22-#14 AWG screw terminals. The surge protection unit shall comply with EIA/TIA568A and EIA/TIA568B standards for data transmission and automatically reset.

6.3. CONSTRUCTION METHODS**A. General:**

Mount CCTV camera units so they are positioned to adequately see traffic in all directions. The maximum attachment height for cameras is 40 feet above ground level.

Obtain approval of the camera locations and orientation from the Engineer prior to installing the CCTV camera assemblies.

Mount CCTV cameras on the side of poles nearest intended field of view. Avoid occluding the view with the pole.

B. Electrical and Mechanical Requirements:

Ground all equipment as called for in the Standard Specifications, these Special Provisions, and the Plans.

Install surge protectors on all ungrounded conductors entering the CCTV enclosure. House the protectors in a small, ventilated weatherproof cabinet attached near the CCTV attachment point in a manner approved by the Engineer.

6.4. MEASUREMENT AND PAYMENT

CCTV Camera Assembly will be measured and paid as the actual number of digital CCTV assemblies furnished, installed, integrated, and accepted. No separate measurement will be made for electrical cabling, connectors, CCTV camera attachment assemblies, conduit, condulets, grounding equipment, surge protectors, or any other equipment or labor required to install the digital CCTV assembly.

Ethernet cable and risers that are required to connect the camera to an Ethernet switch will be paid for separately.

Payment will be made under:

CCTV Camera AssemblyEach

7. CCTV WOOD POLES

7.1. DESCRIPTION

Furnish and install wood poles with grounding systems and all necessary hardware in accordance with Section 1720 of the Standards Specifications.

7.2. MATERIAL

A. General:

Material, equipment, and hardware furnished under this section shall be pre-approved on the Department’s QPL.

Refer to Articles 1082-3 (Treated Timber and Lumber), 1082-4 (Preservative Treatment), 1091-2 (Wire and cable), and 1091-6 (Grounding Electrodes) of the Standard Specifications.

B. CCTV Wood Poles:

Furnish Class II or better wood poles to mount CCTV cameras and cabinets that are a minimum length of 55 feet and are of a sufficient length to permit the CCTV camera to be mounted 40 feet above the ground at the pole.

C. Grounding Electrodes (Ground Rods):

Furnish ground rod in accordance with Section 1098-6 of the Standard Specifications.

7.3. CONSTRUCTION METHODS

Install wood poles in compliance with all requirements of Section 1720-3 of the Standard Specifications.

Install 5/8” x 10’ copper clad steel grounding electrode system (ground rods), #4 AWG solid bare copper conductors, and irreversible compression connectors for grounding system installations. Comply with NEC, the Standard Specifications, these Project Special Provisions and the Plans.

7.4. MEASUREMENT AND PAYMENT

CCTV Wood Pole will be measured and paid as the actual number of wood poles for CCTV camera attachments furnished, installed, and accepted.

5/8" x 10' Grounding Electrode will be measured and paid as the actual number of 5/8" copper clad steel ground rods furnished, installed and accepted as part of the CCTV grounding system. No separate payment will be made for #4 AWG solid bare copper grounding conductors or irreversible compression connectors as they will be incidental to furnishing and installing the ground rods.

Payment will be made under:

CCTV Wood Pole.....	Each
5/8" x 10' Grounding Electrode.....	Each

8. ETHERNET EDGE SWITCH

Furnish and install a managed Ethernet edge switch as specified below that is fully compatible, interoperable, and completely interchangeable and functional with those currently in use by the Division 12 region.

8.1. DESCRIPTION

A. Ethernet Edge Switch:

Furnish and install a hardened, field Ethernet edge switch (hereafter "edge switch") for traffic signal controllers as specified below. Ensure that the edge switch provides wire-speed, fast Ethernet connectivity at transmission rates of 100 megabits per second from each remote ITS device location to the routing switches.

Contact the Division 12 Traffic Engineer to arrange for the programming of the new Field Ethernet Switches with the necessary network configuration data, including but not limited to, the Project IP Address, Default Gateway, Subnet Mask and VLAN ID information. Provide a minimum five (5) days working notice to allow the Division to program the new devices.

B. Network Management:

Ensure that the edge switch is fully compatible with the Division 12 existing Network Management Software.

8.2. MATERIALS

A. General:

Ensure that the edge switch is fully compatible and interoperable with the trunk Ethernet network interface and that the edge switch supports half and full duplex Ethernet communications.

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Furnish an edge switch that provide 99.999% error-free operation, and that complies with the Electronic Industries Alliance (EIA) Ethernet data communication requirements using single-mode fiber-optic transmission medium and copper transmission medium. Ensure that the edge switch has a minimum mean time between failures (MTBF) of 10 years, or 87,600 hours, as calculated using the Bellcore/Telcordia SR-332 standard for reliability prediction.

B. Standards:

Ensure that the edge switch complies with all applicable IEEE networking standards for Ethernet communications, including but not limited to:

- IEEE 802.1D standard for media access control (MAC) bridges used with the Spanning Tree Protocol (STP);
- IEEE 802.1Q standard for port-based virtual local area networks (VLANs);
- IEEE 802.1P standard for Quality of Service (QoS);
- IEEE 802.1w standard for MAC bridges used with the Rapid Spanning Tree Protocol (RSTP);
- IEEE 802.1s standard for MAC bridges used with the Multiple Spanning Tree Protocol;
- IEEE 802.1x standard for port based network access control, including RADIUS;
- IEEE 802.3 standard for local area network (LAN) and metropolitan area network (MAN) access and physical layer specifications;
- IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX;
- IEEE 802.3x standard regarding flow control with full duplex operation; and
- IFC 2236 regarding IGMP v2 compliance.

- IEEE 802.1AB Link Layer Discovery Protocol (LLDP)
- IEEE 802.3ad Ethernet Link Aggregation
- IEEE 802.3i for 10BASE-T (10 Mbit/s over Fiber-Optic)
- IEEE 802.3ab for 1000BASE-T (1Gbit/s over Ethernet)
- IEEE 802.3z for 1000BASE-X (1 Gbit/s Ethernet over Fiber-Optic)

C. Functional:

Ensure that the edge switch supports all Layer 2 management features and certain Layer 3 features related to multicast data transmission and routing. These features shall include, but not be limited to:

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1D standard.
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard.
- An Ethernet edge switch that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard that has a minimum 4-kilobit VLAN address table (254 simultaneous).
- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second and 148,800 packets per second for 100 megabits per second.

- A minimum 4-kilobit MAC address table.
- Support of Traffic Class Expediting and Dynamic Multicast Filtering.
- Support of, at a minimum, snooping of Version 2 & 3 of the Internet Group Management Protocol (IGMP).
- Support of remote and local setup and management via telnet or secure Web-based GUI and command line interfaces.
- Support of the Simple Network Management Protocol version 3 (SNMPv3). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP).
- Port security through controlling access by the users. Ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network.
- Support of remote monitoring (RMON-1 & RMON-2) of the Ethernet agent.
- Support of the TFTP and SNTP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

D. Physical Features:

Ports: Provide 10/100/1000 Mbps auto-negotiating ports (RJ-45) copper Fast Ethernet ports for all edge switches. Provide auto-negotiation circuitry that will automatically negotiate the highest possible data rate and duplex operation possible with attached devices supporting the IEEE 802.3 Clause 28 auto-negotiation standard.

Optical Ports: Ensure that all fiber-optic link ports operate at 1310 or 1550 nanometers in single mode. Provide Type LC connectors for the optical ports, as specified in the Plans or by the Engineer. Do not use mechanical transfer registered jack (MTRJ) type connectors.

Provide an edge switch having a minimum of two optical 100/1000 Base X ports capable of transmitting data at 100/1000 megabits per second. Ensure that each optical port consists of a pair of fibers; one fiber will transmit (TX) data and one fiber will receive (RX) data. Ensure that the optical ports have an optical power budget of at least 15 dB.

Copper Ports: Provide an edge switch that includes a minimum of four copper ports. Provide Type RJ-45 copper ports and that auto-negotiate speed (i.e., 10/100/1000 Base) and duplex (i.e., full or half). Ensure that all 10/100/1000 Base TX ports meet the specifications detailed in this section and are compliant with the IEEE 802.3 standard pinouts. Ensure that all Category 5E unshielded twisted pair/shielded twisted pair network cables are compliant with the EIA/TIA-568-B standard.

Port Security: Ensure that the edge switch supports/complies with the following (remotely) minimum requirements:

- Ability to configure static MAC addresses access;
- Ability to disable automatic address learning per ports; know hereafter as Secure Port. Secure Ports only forward; and
- Trap and alarm upon any unauthorized MAC address and shutdown for programmable duration. Port shutdown requires administrator to manually reset the port before communications are allowed.

E. Management Capabilities:

Ensure that the edge switch supports all Layer 2 management features and certain Layer 3 features related to multicast data transmission and routing. These features shall include, but not be limited to:

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1 D standards;
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard;
- An Ethernet edge switch that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and has a minimum 4-kilobit VLAN address table (254 simultaneous);
- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second, 148,800 packets per second for 100 megabits per second and 1,488,000 packets per second for 1000 megabits per second;
- A minimum 4-kilobit MAC address table;
- Support of Traffic Class Expediting and Dynamic Multicast Filtering.
- Support of, at a minimum, snooping of Version 2 & 3 of the Internet Group Management Protocol (IGMP);
- Support of remote and local setup and management via telnet or secure Web-based GUI and command line interfaces; and
- Support of the Simple Network Management Protocol (SNMP). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP).

Network Capabilities: Provide an edge switch that supports/complies with the following minimum requirements:

- Provide full implementation of IGMPv2 snooping (RFC 2236);
- Provide full implementation of SNMPv1, SNMPv2c, and/or SNMPv3;
- Provide support for the following RMON–I groups, at a minimum:
 - Part 1: Statistics
 - Part 2: History
 - Part 3: Alarm
 - Part 9: Event
- Provide support for the following RMON–2 groups, at a minimum:
 - Part 13: Address Map
 - Part 16: Layer Host
 - Part 17: Layer Matrix
 - Part 18: User History
- Capable of mirroring any port to any other port within the switch;
- Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLANs;
- Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports;
- Password manageable;
- Telnet/CLI;
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL); and
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.

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Network Security: Provide an edge switch that supports/complies with the following (remotely) minimum network security requirements:

- Multi-level user passwords;
- RADIUS centralized password management (IEEE 802.1X);
- SNMPv3 encrypted authentication and access security;
- Port security through controlling access by the users: ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network;
- Support of remote monitoring (RMON-1&2) of the Ethernet agent; and
- Support of the TFTP and SNTP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

F. Electrical Specifications:

Ensure that the edge switch operates and power is supplied with 115 volts of alternating current (VAC). Ensure that the edge switch has a minimum operating input of 110 VAC and a maximum operating input of 130 VAC. Ensure that if the device requires operating voltages other than 120 VAC, supply the required voltage converter. Ensure that the maximum power consumption does not exceed 50 watts. Ensure that the edge switch has diagnostic light emitting diodes (LEDs), including link, TX, RX, speed (for Category 5E ports only), and power LEDs.

G. Environmental Specifications:

Ensure that the edge switch performs all of the required functions during and after being subjected to an ambient operating temperature range of -30 degrees to 165 degrees Fahrenheit as defined in the environmental requirements section of the NEMA TS 2 standard, with a noncondensing humidity of 0 to 95%.

Provide certification that the device has successfully completed environmental testing as defined in the environmental requirements section of the NEMA TS 2 standard. Provide certification that the device meets the vibration and shock resistance requirements of Sections 2.1.9 and 2.1.10, respectively, of the NEMA TS 2 standard. Ensure that the edge switch is protected from rain, dust, corrosive elements, and typical conditions found in a roadside environment.

The edge switch shall meet or exceed the following environmental standards:

- IEEE 1613 (electric utility substations)
- IEC 61850-3 (electric utility substations)
- IEEE 61800-3 (variable speed drive systems)
- IEC 61000-6-2 (generic industrial)
- EMF – FCC Part 15 CISPR (EN5502) Class A

H. Ethernet Patch Cable:

Furnish a factory pre-terminated/pre-connectorized Ethernet patch cable with each edge switch. Furnish Ethernet patch cables meeting the following physical requirements:

- Five (5)-foot length
- Category 5e or better
- Factory-installed RJ-45 connectors on both ends
- Molded anti-snag hoods over connectors

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- Gold plated connectors

Furnish Fast Ethernet patch cords meeting the following minimum performance requirements:

- TIA/EIA-568-B-5, Additional Transmission Performance Specifications for 4-pair 100 Ω Enhanced Category 5 Cabling
- Frequency Range: 1-100 MHz
- Near-End Crosstalk (NEXT): 30.1 dB
- Power-sum NEXT: 27.1 dB
- Attenuation to Crosstalk Ratio (ACR): 6.1 dB
- Power-sum ACR: 3.1 dB
- Return Loss: 10dB
- Propagation Delay: 548 nsec

8.3. CONSTRUCTION METHODS

A. General:

Ensure that the edge switch is UL listed.

Verify that network/field/data patch cords meet all ANSI/EIA/TIA requirements for Category 5E and Category 6 four-pair unshielded twisted pair cabling with stranded conductors and RJ45 connectors.

Contact the Engineer for the most current edge switch IP Address, VLAN, subnet mask, default gateway and configuration files.

Prepare a System Design Report to describe the proposed network architecture and its configuration. Provide schematics to illustrate the network architecture and configuration, in addition to the written description. Provide a detailed description of the hardware and software to be installed. The report shall depict and describe the entire layout of the equipment and their connectivity. Provide a detailed listing of the hardware including brand and model numbers, functions and descriptions.

Provide a detailed listing of the VLAN configuration and IP addresses and security protocols and settings to ensure the integrity of the system. The network configuration shall comply with Division's IP address schema.

Bind the report either in a 3-ring notebook or other type of binding approved by the Engineer. Submit the bound report and obtain approval before providing material submittals or installing edge switches.

Ensure that the CCTV cameras and the traffic signals are on separate subnets. The CCTV cameras control and video will be interfaced with the MRTMC over the new/existing fiber optic communications network. The traffic signal monitoring and control will be interfaced with the Department furnished digital cellular modem. The Contractor shall installed the cell modem in the traffic signal cabinet located at Beatty Drive and I-85 Ramp (Inventory Number 12-0158).

B. Edge Switch:

Mount the edge switch inside each field cabinet by securely fastening the edge switch to the upper end of the right rear vertical rail of the equipment rack using manufacturer-recommended or Engineer-approved attachment methods, attachment hardware and fasteners.

Ensure that the edge switch is mounted securely in the cabinet and is fully accessible by field technicians without blocking access to other equipment. Verify that fiber-optic jumpers consist of a length of cable that has connectors on both ends, primarily used for interconnecting termination or patching facilities and/or equipment.

8.4. MEASUREMENT AND PAYMENT

Ethernet edge switch will be measured and paid as the actual number of Ethernet edge switches furnished, installed, and accepted.

No separate measurement will be made for preparing the System Design Report, Ethernet patch cable, power cord, mounting hardware, nuts, bolts, brackets, or edge switch programming as these will be considered incidental to furnishing and installing the edge switch.

Payment will be made under:

Ethernet Edge Switch.....Each

9. POWER OVER ETHERNET (POE)

9.1. DESCRIPTION

Furnish and install Power Over Ethernet (PoE) cable to serve as interconnect between Ethernet switches and Digital CCTV cameras.

9.2. MATERIALS

Furnish CAT6A PoE cable that is suitable for outdoor installation that and meets or exceeds the following standards:

- 4-pair shielded twisted pair cable
- 23 AWG (minimum) solid bare copper conductor
- Meets or exceeds CAT6A specifications
- High-density polyethylene insulation, PVC jacket
- Ascending / Descending Sequential Foot Markings
- Compliant with EIA/TIA standards
- UL/CSA listed
- UV Stabilized PE Jacket
- Gel Filled
- Meets TIA/EIA 568B.2 Networking Standard
- Supports 10/100/1000/10,000Mbps
- Mean Power Sum for Equal Level Far End Crosstalk (ELFEXT): 45dB/kft (minimum) at 772kHz

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- Worst Pair Power Sum for ELFEXT: 40dB/kft (minimum) at 772kHz
- Mean Power Sum for Near-end Crosstalk (NEXT): 42dB/kft (minimum) at 772 kHz
- Operating Temperature: Rated from -10 to +60 Celsius
- Average mutual capacitance: 90nf/mile (maximum)

The PoE cable must be factory tested on reels for each pair's mutual capacitance, crosstalk loss, insulation resistance, and conductor resistance. Furnish the Engineer with a certified factory report for each reel showing compliance with these Project Special Provisions, the factory test results, and the manufactured date of the cable. The contractor shall not use Ethernet cable manufactured more than one year before the date of installation.

Provide RJ-45 connectors with gold conductors and terminate according EIA/TIA-568-A/568-B standards. Provide connectors with eight contacts. Furnish connectors appropriately rated for the cable being installed.

9.3. CONSTRUCTION METHODS

Install PoE cable in conduits, risers, and on aerial messenger cable at locations shown in the Plans. Allow a minimum of 5 feet of cable slack in each cabinet.

PoE cables shall not be spliced. All PoE cables shall be labeled with water proof, smear resistant labels that denote the equipment cabinets or housing they are run from and the device and identifier for that device they are connected.

The contractor shall not exceed 80 percent of the manufacturer's maximum pulling tension when installing underground PoE cable. Use a clutch device (dynamometer) so as not to exceed the allowable pulling tension if the cable is pulled by mechanical means. Do not use a motorized vehicle to generate cable-pulling forces.

Keep tension on the cable reel and the pulling line at the start of each pull. Do not release the tension in the cable if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the cable is in motion.

9.4. MEASURMENT AND PAYMENT

PoE cable will be measured and paid as linear feet of outdoor rated PoE cable furnished, installed, and accepted. Lengths of PoE cable installed will be determine using the sequential foot markings for each segment of cable installed and terminated.

No measurement will be made for terminating and testing of the cable, connectors, cable and identification markers, as these will be considered incidental to the installation of the PoE cable.

Payment will be made under:

PoE Cable..... Linear Feet

10. SYSTEM INTEGRATION

10.1. DESCRIPTION

Update the Department's existing Protronix VideoPro CCTV system software package on the existing video server in the MRTMC and update the configuration to add the additional cameras provided in this Project. Maintain video sharing capabilities with the MRTMC. Update the existing video management software to setup, configure and operate the new CCTV cameras in the field.

10.2. MATERIALS

1. General

Furnish or modify all necessary equipment and software to provide a fully integrated adaptive traffic signal system and video monitoring system.

2. SFP Transceiver Modules

Furnish and install two (2) small form-factor plug-able (SFP) optics with 10 km, 20 km, 40km, 70 km, or 120 km optics as shown in the Plans.

10.3. CONSTRUCTION METHODS

Install SFP transceiver modules in the existing Ethernet Hub Switch at Hub 6 as shown in the Plans.

Configure the existing VideoPro central software to display and map the new CCTV cameras from the network so that the CCTV video can be displayed on the existing monitors and workstations in the MRTMC.

Configure administrative and user VLANs for the VideoPro servers in the MRTMC to enable video sharing.

The software shall allow remote users to view and control all CCTV cameras connected to the system.

Modify the existing video management software in the MRTMC to add the new CCTV cameras.

10.4. MEASUREMENT AND PAYMENT

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System Integration will be measured and paid as a lump sum. This shall include furnishing, installing, modifying existing software, SFP transceiver modules, and all other materials, equipment, labor, tools, storage, shipping, and incidentals necessary for a fully integrated system.

Payment will be made under:

System IntegrationLump Sum

11. SYSTEM TESTING AND ACCEPTANCE

11.1. GENERAL

Conduct tests as described below of the traffic signal and CCTV subsystems. Conduct approved device subsystem tests on the field equipment with the MRTMC and Division 12 equipment including, at a minimum, all remote communications hardware monitoring and control functions. These tests shall be a demonstration of overall system stability. During this test period, limit downtime due to mechanical, electrical, or other malfunctions to a maximum of eight hours. The Engineer has the right to suspend the test to correct deficiencies and restart the test or to extend the test period by time equal to the downtime in excess of eight hours.

Conduct device and subsystem tests of any repaired or replaced equipment.

Display the event log from the traffic signal and CCTV software for a minimum of seven days. Complete approved data forms and turn them over to the Engineer for review, and as a basis for rejection or acceptance.

The Engineer has the right to suspend the test to correct deficiencies and restart the test or to extend the test period by time equal to the downtime in excess of eight hours. If a component has been modified as a result of a test failure, prepare a report and deliver it to the Engineer prior to retesting. below.

A. CCTV Subsystem

After completing the integration of the CCTV cameras into the existing VideoPro software, conduct a minimum of a seven-day test of the CCTV subsystem hardware and software. This will include that portion of the communications network serving the CCTV subsystem. The Engineer has the right to suspend the test to correct deficiencies and restart the test or to extend the test period by time equal to the downtime in excess of eight hours. If during that time it is determined by the Department there are hardware or software failures that are the responsibility of the Contractor, the Contractor shall make repairs or replacements to the satisfaction of the Department.

Test the following features of each competent as described below.

1. CCTV Field Equipment

The following items, not otherwise required to be tested elsewhere, shall be tested for each CCTV site from the MRTMC and the Division 12 office:

- Power-up self-tests
- Iris control

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- Preset function
- Presence and quality of the video image
- Preset positioning, and power on/off functions
- Camera and controller access and security from all laptops and workstations
- Disconnect camera and take local control and reconnect camera at local cabinet to the communications and verify MRTMC control is regained
- Confirm ability to change camera ID
- Verify unique camera identifier and icons on GUI
- Viewing of camera image on each monitor.

B. Digital Video Equipment

Test all functions of the software from the MRTMC to ensure correct operation. Test the components of the CCTV central equipment from both locations as follows:

- Use the GUI interface and the PTZ control to select and view each camera on any monitor in the MRTMC
- Use and the GUI interface and the PTZ control from the MRTMC to test the ability to control the pan-tilt-zoom and iris settings of each camera
- Use the GUI interface and the PTZ control and test the ability to select and place any camera on any monitor
- Utilizing each workstation, demonstrate the ability to select, control and view the camera images
- Verify that all CCTV images can be displayed correctly on each monitor using the existing CCTV central software.

C. CCTV Central Software

Test all functions of the existing VideoPro software and video wall management software from the MRTMC to ensure correct operation. Test the components of the CCTV central equipment from the MRTMC as follows, with each software package (VideoPro and the video wall management software):

- Use the GUI interface to select and view each camera
- Use and the GUI interface to test the ability to control the pan-tilt-zoom and iris settings of each camera

D. Traffic Signal Subsystem

After completion of the integration of the traffic signals into the new signal system software, conduct a minimum of a seven-day test of the traffic signal subsystem hardware and that portion of the communications network serving the traffic signal subsystem. The Engineer has the right to suspend the test to correct deficiencies and restart the test or to extend the test period by time equal to the downtime in excess of eight hours. If during that time it is determined by the Department that there are failures that are the responsibility of the Contractor, the Contractor shall make repairs or replacements to the satisfaction of the Department.

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Verify communications port addressing from the traffic signal controllers.

11.2. SYSTEM OPERATIONAL TEST

All equipment and software provided in this project shall be fully installed and operational prior to the start of the system operational test. These test procedures shall demonstrate that all equipment is fully integrated and operational and is properly controlling the system.

Testing of the software and hardware at the Division 12 office and MRTMC shall include demonstrating proper operation based on these Project Special Provisions. These tests shall also demonstrate the proper function of the CCTV surveillance system, including camera selection, pan/tilt/zoom functions and remote monitoring of video images. These tests shall also demonstrate the proper operation of the new intersections on the graphics display system, the full functionality of the installed operator workstations, and demonstrating proper reception of video signals on the monitor and control panels.

Submit a system acceptance test procedure to the Engineer for review and approval before any tests are conducted.

Submit a system operational test plan a minimum of 60 days prior to the scheduled start of the test. The test plan will be reviewed by the Engineer, who will then either approve it or indicate changes required for approval. The Contractor shall then submit the revised test plan for review and approval. This process shall be repeated until the Engineer is able to approve the test plan.

Repair or replace any component or software module that fails the system operational test. Retest repaired or replace component(s) or software module.

Testing shall include but not be limited to the following:

- Uploading and downloading of controller data
- All monitoring functions
- Detector logging
- Event scheduler
- Security functions
- Graphic displays
- Power failure recovery, auto reboot and startup of the distributed processing signal system software
- Remote access to the signal system software from laptops and/or notebook computers
- Local area network (LAN) operations

11.3. OBSERVATION PERIOD

A 60-day Observation Period shall begin upon the successful completion of all installed equipment, all subsystem tests and all system tests described in the preceding subsections as well as the correction of all known deficiencies, including minor construction items and punch-list items developed by the Engineer. During this period the Department shall observe equipment and software operation to determine that all components of the fiber-optic communications system operate properly and interface with the traffic signal subsystem components and CCTV subsystem components according to the requirements of the Plans and these Project Special Provisions over the 60-day period.

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During the Observation Period, respond to failures of the Contractor's equipment within two hours and make repairs within eight hours. For items that pose a traffic safety hazard such as a controller failure, make repairs within four hours. If any failures affect major system components for more than 48 hours, the Department shall suspend the Observation Period beginning when the failure occurred. Resume the Observation Period after successful repair or replacement. Failures of the following types will cause the Department to terminate the Observation Period and restart the Observation Period from zero once the failures have been corrected:

1. System or component failures that necessitate a redesign of any component.
2. Three or more major system component failures of like nature within any 30-day period.

Major system components include:

- Ethernet edge switches
- Fiber-optic communications network
- Ethernet radio equipment
- CCTV equipment.

Begin a new 60-day Observation Period with the approval of the Engineer after the faulty equipment has been repaired or replaced and the redesigned components have been installed.

A successful 60-day Observation Period shall consist of continuous operation with no more than a total of five calendar days of non-operation due to mechanical, electrical, or other malfunctions.

The Observation Period shall be completed by the project completion date and prior to final acceptance of the project. The Observation Period shall not begin until the both the CCTV and traffic signal subsystem tests have been successfully completed. The Observation Period shall not begin without the approval of the Engineer.

11.4. MEASUREMENT AND PAYMENT

There will be no direct payment for work covered in this section. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this section.

11.5. FINAL ACCEPTANCE

Final system acceptance is defined as the time when all work and materials described in the Plans and these Project Special Provisions have been furnished and completely installed by the Contractor; all parts of the work have been approved and accepted by the Engineer; and the CCTV and signal subsystems have been operated continuously and successfully for the 60-day Observation Period.

Final acceptance shall not occur until:

- All field demonstration, installed site, system, and operational tests have been satisfactorily complete
- All punch-list discrepancies have been rectified

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- All documentation has been delivered and accepted
- All required training has been completed.

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0003	4510000000-N	1190	LAW ENFORCEMENT	42 HR		
0004	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	4 EA		
0005	7060000000-E	1705	SIGNAL CABLE	14,270 LF		
0006	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	129 EA		
0007	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	12 EA		
0008	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	11 EA		
0009	7180000000-N	1706	BACKPLATE	16 EA		
0010	7252000000-E	1710	MESSENGER CABLE (1/4")	3,745 LF		
0011	7279000000-E	1715	TRACER WIRE	6,915 LF		
0012	7300000000-E	1715	UNPAVED TRENCHING (*****) (1, 1")	135 LF		
0013	7300000000-E	1715	UNPAVED TRENCHING (*****) (2, 2")	380 LF		
0014	7301000000-E	1715	DIRECTIONAL DRILL (*****) (2, 2")	5,210 LF		
0015	7301000000-E	1715	DIRECTIONAL DRILL (*****) (3, 2")	1,325 LF		
0016	7312000000-N	1716	JUNCTION BOX (*****) (SPECIAL SIZE)	5 EA		
0017	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	6 EA		
0018	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	24 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	7372000000-N	1721	GUY ASSEMBLY	15		EA
0020	7420000000-E	1722	2" RISER WITH WEATHERHEAD	6		EA
0021	7430000000-N	1722	HEAT SHRINK TUBING RETROFIT KIT	8		EA
0022	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	11		EA
0023	7456000000-E	1726	LEAD-IN CABLE (*****) (14-2)	1,375		LF
0024	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (48)	29,840		LF
0025	7528000000-E	1730	DROP CABLE	2,775		LF
0026	7540000000-N	1731	SPLICE ENCLOSURE	12		EA
0027	7552000000-N	1731	INTERCONNECT CENTER	12		EA
0028	7566000000-N	1733	DELINEATOR MARKER	20		EA
0029	7575142010-N	1736	900MHZ SERIAL/ETHERNET SPREAD SPECTRUM RADIO	3		EA
0030	7575160000-E	1734	REMOVE EXISTING COMMUNICATIONS CABLE	1,785		LF
0031	7575180000-N	1735	CABLE TRANSFER	6		EA
0032	7636000000-N	1745	SIGN FOR SIGNALS	14		EA
0033	7684000000-N	1750	SIGNAL CABINET FOUNDATION	10		EA
0034	7686000000-N	1752	CONDUIT ENTRANCE INTO EXISTING FOUNDATION	4		EA
0035	7696000000-N	1751	CONTROLLERS WITH CABINET (*****) (TYPE 2070LX, BASE MOUNTED)	12		EA
0036	7708000000-N	1751	DETECTOR CARD (*****) (MODEL 222)	123		EA

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	7901000000-N	1753	CABINET BASE EXTENDER	12		EA
0038	7980000000-N	SP	GENERIC SIGNAL ITEM 2018 ENHANCED CONFLICT MONITOR	2		EA
0039	7980000000-N	SP	GENERIC SIGNAL ITEM 2070LX CONTROLLER	2		EA
0040	7980000000-N	SP	GENERIC SIGNAL ITEM 5/8" X 10' GROUNDING ELECTRODE	16		EA
0041	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV CAMERA ASSEMBLY	6		EA
0042	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV WOOD POLE	4		EA
0043	7980000000-N	SP	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH	20		EA
0044	7980000000-N	SP	GENERIC SIGNAL ITEM JUNCTION BOX MARKER	9		EA
0045	7985000000-N	SP	GENERIC SIGNAL ITEM SYSTEM INTEGRATION	Lump Sum	L.S.	
0046	7990000000-E	SP	GENERIC SIGNAL ITEM POE CABLE	1,005		LF

0834/May16/Q69339.0/D333052082010/E46

Total Amount Of Bid For Entire Project :

DBE GOAL SET: 0%
DBE GOAL OBT: 0%

Vendor 1 of 5: WORLD FIBER TECHNOLOGIES LLC (3781)
Call Order 009 (Proposal: C204342)

Bid Information

Proposal County: GASTON	Bid Checksum: 901F30C0E2
Vendor Address: 4070 NINE MCFARLAND DRIVE ALPHARETTA , GA , 30004	Bid Total: \$779,821.34
Signature Check: Mark Lee Battle	Items Total: \$779,821.34
Time Bid Received: June 18, 2019 01:45 PM	Time Total: \$0.00
Amendment Count: 0	

Bidding Errors:
None.

Vendor 1 of 5: WORLD FIBER TECHNOLOGIES LLC (3781)
Call Order 009 (Proposal: C204342)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation: NY
Bond ID: 79X3-EBFL-7AW3-U28S	Agency Execution Date: 6/17/2019
Paid by Check: No	Surety Name: SuretyWave
Bond Percent: 5%	Bond Agency Name: Atlantic Specialty Insurance Company

Letting: L190618
06/18/2019 02:00:00 PM

North Carolina Department of Transportation
3781 - NCDOT

Contract ID: C204342
Call: 009

BondID: 79X3-EBFL-7AW3-U28S

Surety Registry Agency: SuretyWave

Verified?: 1

Surety Agency: Atlantic Specialty Insurance Company

Bond Execution Date: 6/17/2019

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$2,021.6100	\$2,021.61
0002	4457000000-N TEMPORARY TRAFFIC CONTROL	1.000	LS	\$21,154.8600	\$21,154.86
0003	4510000000-N LAW ENFORCEMENT	42.000	HR	\$63.7600	\$2,677.92
0004	7048500000-E PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)	4.000	EA	\$602.1800	\$2,408.72
0005	7060000000-E SIGNAL CABLE	14270.000	LF	\$2.9400	\$41,953.80
0006	7120000000-E VEHICLE SIGNAL HEAD (12", 3 SECTION)	129.000	EA	\$623.4900	\$80,430.21
0007	7132000000-E VEHICLE SIGNAL HEAD (12", 4 SECTION)	12.000	EA	\$813.1800	\$9,758.16
0008	7144000000-E VEHICLE SIGNAL HEAD (12", 5 SECTION)	11.000	EA	\$1,146.4400	\$12,610.84
0009	7180000000-N BACKPLATE	16.000	EA	\$105.0500	\$1,680.80
0010	7252000000-E MESSENGER CABLE (1/4")	3745.000	LF	\$2.1800	\$8,164.10
0011	7279000000-E TRACER WIRE	6915.000	LF	\$0.7000	\$4,840.50
0012	7300000000-E UNPAVED TRENCHING (*****) (1, 1")	135.000	LF	\$6.3400	\$855.90
0013	7300000000-E UNPAVED TRENCHING (*****) (2, 2")	380.000	LF	\$7.1800	\$2,728.40
0014	7301000000-E DIRECTIONAL DRILL (*****) (2, 2")	5210.000	LF	\$17.7900	\$92,685.90
0015	7301000000-E DIRECTIONAL DRILL (*****) (3, 2")	1325.000	LF	\$26.6800	\$35,351.00
0016	7312000000-N JUNCTION BOX (*****) (SPECIAL SIZE)	5.000	EA	\$1,928.8800	\$9,644.40
0017	7324000000-N JUNCTION BOX (STANDARD SIZE)	6.000	EA	\$456.9000	\$2,741.40
0018	7348000000-N JUNCTION BOX (OVER-SIZED, HEA-VY DUTY)	24.000	EA	\$828.8600	\$19,892.64
0019	7372000000-N GUY ASSEMBLY	15.000	EA	\$388.5300	\$5,827.95
0020	7420000000-E 2" RISER WITH WEATHERHEAD	6.000	EA	\$417.4600	\$2,504.76
0021	7430000000-N HEAT SHRINK TUBING RETROFIT KIT	8.000	EA	\$82.3500	\$658.80
0022	7432000000-E 2" RISER WITH HEAT SHRINK TUBING	11.000	EA	\$557.9400	\$6,137.34
0023	7456000000-E LEAD-IN CABLE (*****) (14-2)	1375.000	LF	\$1.2500	\$1,718.75

0024	7516000000-E	29840.000	LF	\$2.2300	\$66,543.20
	COMMUNICATIONS CABLE (**FIBER) (48)				
0025	7528000000-E	2775.000	LF	\$2.0700	\$5,744.25
	DROP CABLE				
0026	7540000000-N	12.000	EA	\$1,880.4600	\$22,565.52
	SPLICE ENCLOSURE				
0027	7552000000-N	12.000	EA	\$1,869.3700	\$22,432.44
	INTERCONNECT CENTER				
0028	7566000000-N	20.000	EA	\$124.6600	\$2,493.20
	DELINEATOR MARKER				
0029	7575142010-N	3.000	EA	\$3,936.0100	\$11,808.03
	900MHZ SERIAL/ETHERNET SPREAD SPECTRUM RADIO				
0030	7575160000-E	1785.000	LF	\$0.4800	\$856.80
	REMOVE EXISTING COMMUNICATIONSCABLE				
0031	7575180000-N	6.000	EA	\$74.0700	\$444.42
	CABLE TRANSFER				
0032	7636000000-N	14.000	EA	\$355.3400	\$4,974.76
	SIGN FOR SIGNALS				
0033	7684000000-N	10.000	EA	\$1,205.4400	\$12,054.40
	SIGNAL CABINET FOUNDATION				
0034	7686000000-N	4.000	EA	\$271.6200	\$1,086.48
	CONDUIT ENTRANCE INTO EXISTINGFOUNDATION				
0035	7696000000-N	12.000	EA	\$12,862.4200	\$154,349.04
	CONTROLLERS WITH CABINET (***** (TYPE 2070LX, BASE MOUNTED)				
0036	7708000000-N	123.000	EA	\$106.1000	\$13,050.30
	DETECTOR CARD (***** (MODEL 222)				
0037	7901000000-N	12.000	EA	\$353.1600	\$4,237.92
	CABINET BASE EXTENDER				
0038	7980000000-N	2.000	EA	\$1,265.9600	\$2,531.92
	GENERIC SIGNAL ITEM 2018 ENHANCED CONFLICT MONITOR				
0039	7980000000-N	2.000	EA	\$2,946.7800	\$5,893.56
	GENERIC SIGNAL ITEM 2070LX CONTROLLER				
0040	7980000000-N	16.000	EA	\$110.8200	\$1,773.12
	GENERIC SIGNAL ITEM 5/8" X 10' GROUNDING ELECTRODE				
0041	7980000000-N	6.000	EA	\$4,589.7900	\$27,538.74
	GENERIC SIGNAL ITEM CCTV CAMERA ASSEMBLY				
0042	7980000000-N	4.000	EA	\$3,398.2100	\$13,592.84
	GENERIC SIGNAL ITEM CCTV WOOD POLE				
0043	7980000000-N	20.000	EA	\$1,382.9400	\$27,658.80
	GENERIC SIGNAL ITEM EHTERNET EDGE SWITCH				
0044	7980000000-N	9.000	EA	\$68.0100	\$612.09
	GENERIC SIGNAL ITEM JUNCTION BOX MARKER				
0045	7985000000-N	1.000	LS	\$7,090.6000	\$7,090.60
	GENERIC SIGNAL ITEM SYSTEM INTEGRATION				
0046	7990000000-E	1005.000	LF	\$2.0300	\$2,040.15
	GENERIC SIGNAL ITEM POE CABLE				

Section 0001 Total \$779,821.34

Item Total

\$779,821.34

ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

=====

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

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

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

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

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

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

EXPLANATION:

=====

Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes** **No**

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of for those

projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Contract Item Sheets For C204342

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	2,021.61	2,021.61
0002	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum LS	21,154.86	21,154.86
0003	4510000000-N	1190	LAW ENFORCEMENT	42 HR	63.76	2,677.92
0004	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	4 EA	602.18	2,408.72
0005	7060000000-E	1705	SIGNAL CABLE	14,270 LF	2.94	41,953.80
0006	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	129 EA	623.49	80,430.21
0007	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	12 EA	813.18	9,758.16
0008	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	11 EA	1,146.44	12,610.84
0009	7180000000-N	1706	BACKPLATE	16 EA	105.05	1,680.80
0010	7252000000-E	1710	MESSENGER CABLE (1/4")	3,745 LF	2.18	8,164.10
0011	7279000000-E	1715	TRACER WIRE	6,915 LF	0.70	4,840.50
0012	7300000000-E	1715	UNPAVED TRENCHING (*****) (1, 1")	135 LF	6.34	855.90
0013	7300000000-E	1715	UNPAVED TRENCHING (*****) (2, 2")	380 LF	7.18	2,728.40
0014	7301000000-E	1715	DIRECTIONAL DRILL (*****) (2, 2")	5,210 LF	17.79	92,685.90
0015	7301000000-E	1715	DIRECTIONAL DRILL (*****) (3, 2")	1,325 LF	26.68	35,351.00
0016	7312000000-N	1716	JUNCTION BOX (***** (SPECIAL SIZE)	5 EA	1,928.88	9,644.40
0017	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	6 EA	456.90	2,741.40
0018	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	24 EA	828.86	19,892.64

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	7372000000-N	1721	GUY ASSEMBLY	15 EA	388.53	5,827.95
0020	7420000000-E	1722	2" RISER WITH WEATHERHEAD	6 EA	417.46	2,504.76
0021	7430000000-N	1722	HEAT SHRINK TUBING RETROFIT KIT	8 EA	82.35	658.80
0022	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	11 EA	557.94	6,137.34
0023	7456000000-E	1726	LEAD-IN CABLE (***** (14-2)	1,375 LF	1.25	1,718.75
0024	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (48)	29,840 LF	2.23	66,543.20
0025	7528000000-E	1730	DROP CABLE	2,775 LF	2.07	5,744.25
0026	7540000000-N	1731	SPLICE ENCLOSURE	12 EA	1,880.46	22,565.52
0027	7552000000-N	1731	INTERCONNECT CENTER	12 EA	1,869.37	22,432.44
0028	7566000000-N	1733	DELINEATOR MARKER	20 EA	124.66	2,493.20
0029	7575142010-N	1736	900MHZ SERIAL/ETHERNET SPREAD SPECTRUM RADIO	3 EA	3,936.01	11,808.03
0030	7575160000-E	1734	REMOVE EXISTING COMMUNICATIONS CABLE	1,785 LF	0.48	856.80
0031	7575180000-N	1735	CABLE TRANSFER	6 EA	74.07	444.42
0032	7636000000-N	1745	SIGN FOR SIGNALS	14 EA	355.34	4,974.76
0033	7684000000-N	1750	SIGNAL CABINET FOUNDATION	10 EA	1,205.44	12,054.40
0034	7686000000-N	1752	CONDUIT ENTRANCE INTO EXISTING FOUNDATION	4 EA	271.62	1,086.48
0035	7696000000-N	1751	CONTROLLERS WITH CABINET (***** (TYPE 2070LX, BASE MOUNTED)	12 EA	12,862.42	154,349.04
0036	7708000000-N	1751	DETECTOR CARD (***** (MODEL 222)	123 EA	106.10	13,050.30

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	7901000000-N	1753	CABINET BASE EXTENDER	12 EA	353.16	4,237.92
0038	7980000000-N	SP	GENERIC SIGNAL ITEM 2018 ENHANCED CONFLICT MONITOR	2 EA	1,265.96	2,531.92
0039	7980000000-N	SP	GENERIC SIGNAL ITEM 2070LX CONTROLLER	2 EA	2,946.78	5,893.56
0040	7980000000-N	SP	GENERIC SIGNAL ITEM 5/8" X 10' GROUNDING ELECTRODE	16 EA	110.82	1,773.12
0041	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV CAMERA ASSEMBLY	6 EA	4,589.79	27,538.74
0042	7980000000-N	SP	GENERIC SIGNAL ITEM CCTV WOOD POLE	4 EA	3,398.21	13,592.84
0043	7980000000-N	SP	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH	20 EA	1,382.94	27,658.80
0044	7980000000-N	SP	GENERIC SIGNAL ITEM JUNCTION BOX MARKER	9 EA	68.01	612.09
0045	7985000000-N	SP	GENERIC SIGNAL ITEM SYSTEM INTEGRATION	Lump Sum LS	7,090.60	7,090.60
0046	7990000000-E	SP	GENERIC SIGNAL ITEM POE CABLE	1,005 LF	2.03	2,040.15
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$779,821.34

Contract No. C204342
County Gaston

Rev. 1-16-18

**EXECUTION OF CONTRACT
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

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

By submitting this Execution of Contract, Non-Collusion and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

World Fiber Technologies, LLC

Full Name of Firm

5665 Shirlee Industrial Way, Alpharetta, GA 30004

Address as Prequalified



Signature of Witness

**LISA W MOULDER
FORSYTH COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
JUNE 19, 2020**

Lisa Moulder

Print or type Signer's name



Signature of ~~Member~~/Manager/Authorized Agent

Select appropriate title

Mark L. Battle

Print or type Signer's Name

DEBARMENT CERTIFICATION

Conditions for certification:

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

Contract No. C204342
County Gaston

Rev. 1-16-18

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Contract No. **C204342**

County (ies): **Gaston**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Ronald E. Davenport, Jr.
F81B6038A47A442...

Contract Officer

7/2/2019

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:
Steven Armstrong
5C738C23AF06459...

Attorney General

7/2/2019

Date

Contract No. C204342
County Gaston

CONTRACT PAYMENT BOND

Date of Payment Bond Execution June 27, 2019

Name of Principal Contractor World Fiber Technologies, LLC

Name of Surety: Atlantic Specialty Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: Seven Hundred Seventy Nine Thousand Eight Hundred Twenty One Dollars and 34/100 \$779,821.34

Contract ID No.: C204342

County Name: Gaston

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. C204342
County Gaston

Rev 5-17-11

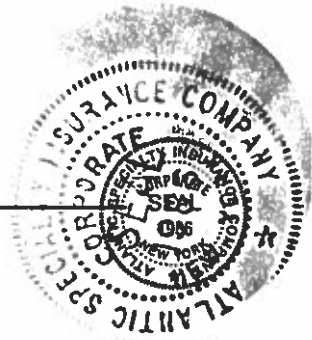
CONTRACT PAYMENT BOND


Affix Seal of Surety Company

Atlantic Specialty Insurance Company
Print or type Surety Company Name

By William Reidinger
Print, stamp or type name of Attorney-in-Fact

By: 
Signature of Attorney-in-Fact




Signature of Witness

Hina Azam
Print or type Signer's name

1750 E Golf Rd, Schaumburg, IL 60173
Address of Attorney-in-Fact

Contract No. C204342
County Gaston

Rev 5-17-11

**CONTRACT PAYMENT BOND
LIMITED LIABILITY COMPANY
SIGNATURE OF CONTRACTOR (Principal)**

Name of Contractor World Fiber Technologies, LLC
Full name of Firm

5665 Shirlee Industrial Way, Alpharetta, GA 30004
Address as prequalified

LISA W MOULDER
FORSYTH COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
JUNE 19, 2020

By: Mark L. Battle CEO
Signature of Member-Manager, Authorized Agent
Select appropriate title

Mark L. Battle
Print or type Signer's name

Contract No. C204342
County Gaston

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: June 27, 2019
Name of Principal Contractor: World Fiber Technologies, LLC
Name of Surety: Atlantic Specialty Insurance Company
Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina
Amount of Bond: Seven Hundred Seventy Nine Thousand Eight Hundred
Twenty One Dollars and 34/100 \$779,821.34
Contract ID No.: C204342
County Name: Gaston

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. C204342
County Gaston

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Atlantic Specialty Insurance Company
Print or type Surety Company Name

By William Reidinger
Print, stamp or type name of Attorney-in-Fact

By: 
Signature of Attorney-in-Fact




Signature of Witness

Hina Azam
Print or type Signer's name

1750 E Golf Rd, Schaumburg, IL 60173
Address of Attorney-in-Fact

Contract No. C204342
County Gaston

Rev 5-17-11

CONTRACT PERFORMANCE BOND
LIMITED LIABILITY COMPANY
SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor World Fiber Technologies, LLC
Full name of Firm

5665 Shirlee Industrial Way, Alpharetta, GA 30004
Address as prequalified

LISA W MOULDER
FORSYTH COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
JUNE 19, 2020

By: 
Signature of Member, Manager, Authorized Agent
Select appropriate title

Mark L. Battle
Print or type Signer's name



OneBeacon
INSURANCE GROUP

Power of Attorney

Surety Bond No: 800047370

Principal: World Fiber Technologies, LLC

Obligee: Department of Transportation, State of North Carolina

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

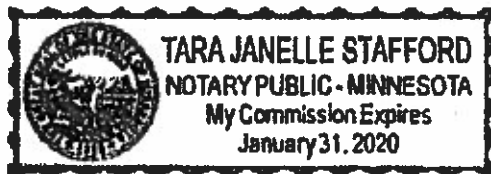
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fourteenth day of October, 2015.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fourteenth day of October, 2015, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Tara Janelle Stafford
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of June, 2019.



James G. Jordan
James G. Jordan, Assistant Secretary