STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

DIVISION 10 DISTRICT 2

CONTRACT PROPOSAL

WBS ELEMENT:	**33879.2.76**	**COUNTY:**	**Mecklenburg**
TIP#:	**DU-0014**		
FA#:	**None**		
LOCATION:	**I-85 Southbound Weigh Station**		
TYPE OF WORK:	**Installation of a Weigh in Motion System, Truck Bypass System, Automatic License Plate Reader & Lane Control**		
BID OPENING:	**Wednesday May 11, 2016 @ 10:00 AM**		
DATE OF AVAILABILITY:	**June 6, 2016**		
COMPLETION DATE:	**January 28, 2017**		

NOTICE:

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

_____ _____

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

_____

ADDRESS OF BIDDER

*****DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!*****

RETURN BIDS TO:

Mr. Terry Burleson
NC Department of Transportation
716 West Main Street
Albemarle, NC 28001

This proposal contains the revisions made with addendum #1

INSTRUCTIONS TO BIDDERS

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

All bids shall be prepared and submitted in accordance with the following requirements, except that bids may be prepared by electronic means as described elsewhere in the proposal. Failure to comply with any requirement shall cause the bid to be considered irregular and may be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices shall be limited to FOUR decimal places.*****
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Federal Identification Number
   e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 716 WEST MAIN STREET, ALBEMARLE, NC 28001 BY 10:00 A.M. ON WEDNESDAY MAY 11, 2016.**
13. If delivered by mail, the sealed envelope shall be addressed as follows:

    Mr. Terry Burleson
    NC Department of Transportation
    716 West Main Street
    Albemarle, NC 28001

14. **The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope**:

    QUOTATION FOR WBS# 33879.2.76 I-85 WEIGH STATION UPGRADE TO BE OPENED MAY 11, 2016 AT 10:00 A.M.

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10) of the 2012 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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PROJECT SPECIAL PROVISIONS (GENERAL)

This contract is for the installation of a weigh in motion system, truck bypass system, automated license plate reader, image capture camera and lane control at the I-85 Southbound Weigh Station in Mecklenburg County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings 2012, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

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

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is June 6, 2016. If the Contractor has not received written authorization by this date, he shall contact the Department representative for verbal authorization. Any ensuing delay in issuance of the purchase order or division contract number shall not constitute a valid reason for extending the completion date. The Contractor may begin work prior to the date of availability upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to this date by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.
No work will be permitted and no authorization will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is January 28, 2017. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

Liquidated damages for this contract are Seven Hundred Fifty Dollars ($750.00) per calendar day.

INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to its normal pattern. The Contractor shall not close or narrow a lane of traffic on **I-85** during the following day and time restrictions:

DAY AND TIME RESTRICTIONS	
Lane Closures	**Monday thru Friday** **6:00 a.m. to 9:00 p.m.** **Saturday and Sunday** **9:00 a.m. to 6:00 p.m.**
Shoulder Closures	**Monday thru Friday** **6:00 a.m. to 9:00 a.m.** **4:00 p.m. to 7:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **I-85**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

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

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

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

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

The liquidated damages are ONE THOUSAND DOLLARS ($1000.00) per hour or any portion thereof.

DIVISION LET CONTRACT PREQUALIFICATION

(07-01-14) SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: https://connect.ncdot.gov/business/Prequal/Pages/default.aspx.

The prime contractor shall be prequalified for the type of work advertise in this proposal prior to submitting his bid. If the contractor is not prequalified for the type of work advertised, the bid may be rejected and not considered for award.

In addition, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) for which they identify as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

COMPUTER BID PREPARATION (OPTIONAL)

(7-18-11) 102 SPI 1-18

The bidder may elect to prepare his bid and MBE/WBE or DBE participation electronically by means of a personal computer. For electronic bid preparation the Contractor shall download the Expedite program from the NCDOT "Project Letting" website. Then download the appropriate .ebs electronic file of line items and quantities unique to each project from the Division Office's website.

The only entries into the program which will be permitted by the Bidder are the appropriate unit or lump sum prices for those items which must be bid in order to provide a complete bid for the project, and any MBE/WBE or DBE participation in the appropriate section of the Expedite program. When these entries have been made, the program will automatically prepare a complete set of itemized proposal sheets which will include the amount bid for the various

items and the total amount bid for the project in addition to the unit or lump sum prices bid. The computer generated itemized proposal sheets shall be printed and signed by a duly authorized representative in accordance with Subarticle 102-8(A)(8). This set of itemized proposal sheets, when submitted together with the appropriate proposal, will constitute the bid and shall be delivered to the appropriate Division Office or location specified in the INSTRUCTIONS TO BIDDERS. If the Bidder submits his bid on computer generated itemized proposal sheets, bid prices shall not be written on the itemized proposal sheets bound in the proposal. The computer generated itemized proposal sheets (.ebs bid file) shall also be copied to a compact disk (CD) furnished by the Contractor and shall be submitted to the Department with the bid.

In the case of a discrepancy between the unit or lump sum prices submitted on the itemized proposal sheets and those contained on the CD furnished by the Contractor, the unit or lump sum prices submitted on the printed and signed itemized proposal sheets shall prevail.

The requirements of the INSTRUCTIONS TO BIDDERS will apply to the preparation of bids except that a bid may be submitted on computer generated itemized proposal sheets in which case the entries on the itemized proposal sheets will not be required to be in ink. Changes to any entry on the computer generated itemized proposal sheets shall be made in accordance with requirement Number (6) of the INSTRUCTIONS TO BIDDERS. When the computer generated itemized proposal sheets are not signed and received with the proposal, the bid will be considered irregular.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 10, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the NCDOT Standard Specifications for Roads and Structures.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Tests Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

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

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

Delivery tickets for all material paid by weight, shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NCDOT Work Order Number
2. Date
3. Time issued
4. Type of material
5. Gross weight
6. Tare weight
7. Net weight of material
8. Plant location
9. Truck number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

PRECONSTRUCTION CONFERENCE

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

BASIS OF PAYMENT AND CLAIMS

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. All invoices for payment shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Disadvantaged Business Enterprise (DBE) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word “None” or the figure “0” shall be entered.

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. Unless otherwise specified, all contract pay items will be produced, placed and paid in accordance with the Standard Specifications. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Division Engineer to Fiscal Section.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract. Any claims for additional compensation and/or extension of the completion date shall be submitted to the Division Engineer with detailed justification with the final invoice. The failure to submit the claim(s) with the final invoice may be a bar to recovery. Please be advised that General Statute 136-29 of the Road and Highway Laws of North Carolina provides that a contractor who has not received the amount he claims he is due under the contract may submit a written verified claim to the State Highway Administrator within sixty (60) days after receipt of the final statement. The mailing address for the State Highway Administrator is: N. C. Department of Transportation, 1536 Mail Service Center, Raleigh, NC 27699-1536.

CONTRACT PAYMENT AND PERFORMANCE BOND

The successful bidder will be required to execute both a payment bond and a performance bond for a contract of $300,000 or more. The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be on the State bond forms which will can be located @ **www.NCDOT.org**. The corporate surety furnishing the bonds shall be authorized to do business in the State. The successful bidder's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for rescinding the award of the contract.

SUPERVISION BY CONTRACTOR

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

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing,

directing, and coordinating the work; of reading and thoroughly understanding the contract, and plans; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

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

DEFAULT OF CONTRACT

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

BANKRUPTCY

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

BIDS

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds $2,500,000, the bid will not be considered for award.

EXTENSION OF CONTRACT TIME

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

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

NIGHT OPERATIONS

Verification of any city or county permits, required for night work, shall be provided to the Engineer if the contractor wants to work at night. Also, before the contractor begins his operations during night hours, he shall submit in writing, a full and complete plan for traffic control and construction lighting which shall be approved by the engineer prior to construction.

All traffic control devices used outside of closure areas shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standard Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

PROSECUTION OF WORK

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

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **$500.00** will be charged to the contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

NO MAJOR CONTRACT ITEMS

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

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

SPECIALTY ITEMS

(7-1-95)(Rev. 1-17-12) 108-6 SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2012 Standard Specifications*).

Line #	Description
2 - 5	Guardrail
33-35, 37, 39-40, 42-51	Signals/ITS System

DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS)

(10-16-07)(Rev.2-16-16) 102-15(J) SP1 G62

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

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

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

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

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

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

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

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.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is 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.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE 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 DBE firms working on the project. This form is for paper bid projects only. http://www.ncdot.org/doh/forms/files/DBE-IS.xls

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

1. 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
2.
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 DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.
http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.
http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs 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

DBE Goal

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **0.0** %

(A) *If the DBE goal is more than zero,* the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) *If the DBE goal is zero,* the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

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 DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. https://partner.ncdot.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 DBE Subcontractors

At the time of bid, bidders shall submit <u>all</u> DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered

committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) *If the DBE goal is more than zero,*

(1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE 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 DBE participation for the contract.

(2) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE 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 DBE 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.

(3) The bidder shall be responsible for ensuring that the DBE 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 DBE's participation will not count towards achieving the DBE goal.

(B) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE 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 DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Engineer no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and (6) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE 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 DBE Goals 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 DBE participation. Adequate good faith efforts also mean that the

bidder actively and aggressively sought DBE 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 goal 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 DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE 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 contract DBE goal when the work to be sublet includes potential for DBE participation (2^{nd} and 3^{rd} tier subcontractors).

(C) Providing interested DBEs 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 DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE 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 DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs 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 DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs 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 DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE 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 DBE goal.

(2) The bidders' past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE 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 DBE goal, but meets or exceeds the average DBE 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 DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

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

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE 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 DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does <u>not</u> count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE 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

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, 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 DBE, 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) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE 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 DBE 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 DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

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

(1) The DBE 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 DBE goals.

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE 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 DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE 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 DBE and the Contractor will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE 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 DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE 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.

DBE Replacement

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE 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 DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed DBE 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.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

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

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, 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 DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed DBE 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 DBE 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 DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE 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).

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, 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 DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE 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 DBEs 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 DBE, the Contractor shall seek participation by DBEs 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 DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE 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 DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE 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 DBE 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 DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all DBE 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 DBEs, 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 projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE 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 on the Department's DBE-IS *(Subcontractor Payment Information)* with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

CERTIFICATION FOR FEDERAL-AID CONTRACTS

(3-21-90) SP1 G85

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

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE

(11-22-94) 108-5 SP1 G100

To report bid rigging activities call: **1-800-424-9071**

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

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

CARGO PREFERENCE ACT

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

> "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
>
> (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
>
> (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

LOCATING EXISTING UNDERGROUND UTILITIES

(3-20-12) 105 SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES

(5-21-13) (Rev. 5-19-15) 104-13 SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:
http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

DOMESTIC STEEL

(4-16-13) 106 SP1 G120

Revise the *2012 Standard Specifications* as follows:

P**age 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7,** replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or $2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

TWELVE MONTH GUARANTEE

(7-15-03) 108 SP1 G145

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

IRAN DIVESTMENT ACT

(5-17-16) SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09) RG 152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S.§ 133-32,* it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or
(2) have performed under such a contract within the past year; or
(3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

LIABILITY INSURANCE

(5-20-14) SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of

Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12) 108, 102 SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12) SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

SUBLETTING OF CONTRACT

(11-18-2014) 108-6 SP1 G186

Revise the *2012 Standard Specifications* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

PROJECT SPECIAL PROVISIONS (ROADWAY)

SCOPE OF WORK

This contract is for the installation of a weigh in motion system, truck bypass system, automated license plate reader, image capture camera and lane control at the I-85 Southbound Weigh Station in Mecklenburg County.

GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-3)

(4-20-04) (Rev. 7-21-15) 862 SP08 R065

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

Furnish guardrail anchor units listed on the NCDOT Approved Products List at https://apps.dot.state.nc.us/vendor/approvedproducts/ or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.

(B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350	Each

MATERIALS

(2-21-12) (Rev. 3-15-16) 1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092 SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

(1) A source change in coarse aggregate, fine aggregate or cement.

(2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).

(3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item	Section
Type IL Blended Cement	1024-1

Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21, delete the third paragraph through the sixth paragraph beginning with "If any change is made to the mix design, submit…" through "…(applies to a decrease only)."

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1
REQUIREMENTS FOR CONCRETE

Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non- Vibrated	
		Rounded Aggregate	Angular Aggre-gate	Rounded Aggregate	Angular Aggre-gate			Min.	Max.	Min.	Max.
Units	*psi*					*inch*	*inch*	*lb/cy*	*lb/cy*	*lb/cy*	*lb/cy*
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	1.5 machine-placed 2.5 hand-placed	4	508	-	545	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE

Std. Size #	Percentage of Total by Weight Passing										Remarks
	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12[B]	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12[B]	Maintenance Stabilization
Light-weight[C]	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).
B. See Subarticle 1005-4(B).
C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-39, Article 1016-3, CLASSIFICATIONS , lines 27-32, replace with the following:

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

(A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,

(B) 30% of the rock ranges in size from 2" to 1.5 ft in diameter, and

(C) Not more than 20% of the rock is less than 2" in diameter. No rippable rock will be permitted.

Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE, replace with the following:

TABLE 1024-1
POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE

Pozzolan	Rate
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18, replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lb.) will be required only when noted on the design documents.

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1
REQUIREMENTS FOR CONCRETE

Property	**28 Day Design Compressive Strength 6,000 psi or less**	**28 Day Design Compressive Strength greater than 6,000 psi**
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4, INSPECTION AND SAMPLING, lines 18-22, replace (B), (C) and (D) with the following:

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-161, Subarticle 1081-1(A), Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22,** delete Types 6A, 6B and 6C.

Page 10-162, Subarticle 1081-1(B), Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS, replace with the following:

TABLE 1081-1
PROPERTIES OF MIXED EPOXY RESIN SYSTEMS

Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2". mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E), Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace "AASHTO M 237" with "the specifications".

Page 10-165, Subarticle 1081-1(E), Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F), Acceptance, line 14, in the first sentence of the first paragraph replace "Type 1" with "Type 3".

Page 10-169, Subarticle 1081-3(G), Anchor Bolt Adhesives, delete this subarticle.

Page 10-170, Article 1081-3, HOT BITUMEN, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2, STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required

by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision "Thermal Sprayed Coatings (Metallization)" with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24, replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, line 27, replace "Section 1081" with "Article 1081-4".

Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, line 22, replace "Section 1081" with "Article 1081-4".

Page 10-179, Subarticle 1087-4(A), Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B), Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A), Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Not Valid Unless Signed – This seal applies to Sections 1 – 25 only

WBS: 33879.2.76
UPGRADE EXISTING I-85 SOUTHBOUND WEIGH STATION WITH WIM, BYPASS AND ALPR SYSTEMS PROJECT SPECIAL PROVISIONS

Contents

1. GENERAL REQUIREMENTS

1.1. DESCRIPTION

A. General

Conform to these Project Special Provisions; the Plans; the *2012 Standard Specifications for Roads and Structures* (hereinafter referred to as the "Standard Specifications") including the revisions described below; and the *2012 NCDOT Roadway Standard Drawings* (hereinafter referred to as the "Standard Drawings").

In the event of a conflict between these Project Special Provisions and the Standard Specifications, these Project Special Provisions govern.

Conform to the NC Statewide Information Technology Standards and Policies as described at

http://it.nc.gov

B. System Description

Install WIM, ALPR, AVI, snapshot CCTV, DMSs, lane control sign, and all associated electronics with peripherals to integrate the automated WIM and credential screening system. **Servers, computer workstations, and a printer called for in these Project Special Provisions will be furnished by NCSHP. If the Contractor's system requires additional servers, the Contractor shall notify Engineer so the NCSHP can obtain the additional servers.**

The System is not required to integrate with the existing Open/Closed sign.

C. Required System Operations

Provide a fully operational and integrated commercial vehicle processing system. All subsystems including WIM, ALPR, AVI, snapshot CCTV, DMSs, lane control sign and communications networks must be compatible with each other and must be integrated into a working system. The integrated system must interface with the existing NCPass Transponder program.

The required operations of this system are based on processing WIM, ALPR, and transponder information, meeting weight and credentials criteria, while the vehicles are traveling on the Interstate. Vehicles meeting the aforementioned criteria will be allowed to bypass the weigh station. The DMSs will direct the commercial vehicles in compliance to bypass the weigh station, thus ensuring greater efficiencies for both the commercial vehicles and the weigh station. Vehicles not meeting the criteria will be notified by the DMSs to enter the weigh station for further processing.

The System is required to integrate with the existing (relocated) Transponder Reader. Configure the software to ensure that vehicles equipped with a transponder reader do not receive conflicting messages for reporting to the scale house with reporting messages displayed on the DMSs.

The equipment for the southbound I-85 Weigh Station can be described as a series of locations that process and communicate with commercial vehicles. These locations include:

- Advance Location
- Notification Location
- Static Scale Location

(1) Advance Location

The Advance Location consists of WIM system, inductive loops, relocated AVI equipment, ALPR equipment, snapshot CCTV camera, roadside operations controller and cabinet, and other associated roadside electronics and communications equipment.

(2) Notification Location

The Notification Location equipment consists of inductive loops, new AVI equipment, DMSs, and associated roadside electronics and communications equipment.

(3) Static Scale Location

Integrate with the central control equipment, roadside operations controllers, WIM server, ALPR, AVI, snapshot CCTV, DMSs, lane control signs, workstations, communications equipment, and printing equipment to allow system operators to process commercial vehicles. The central control equipment shall allow operators to view, control and process commercial vehicles using the new equipment installed under this Contract.

Install computer workstations and servers with all necessary database management software licensed appropriately for the anticipated usage.

D. Processing of Commercial Vehicles

The following scenario describes how commercial vehicles will be processed:

1) All trucks approaching the weigh station will be directed into the right lane of I-85 by means of static signing located prior to the Advance Location.

2) As a truck passes the Advance Location, the equipment in the right-most lane will collect axle weight and spacing, gross vehicle weight, vehicle speed, classification, vehicle length, and credential screening using the ALPR. If the vehicle is equipped with an AVI transponder, the AVI transponder's unique identification number is read. All of the data is then sent to the roadside controller, notification location, and the scale house for processing.

3) The snapshot CCTV camera located at the Advance Location captures images of each truck as they travel past the location. Images of trucks are transmitted with the vehicle record (i.e. weight, vehicle length, ALPR data, AVI data, etc.) from the roadside controller to the scale house server.

4) At the Notification Location, vehicles not equipped with AVI transponders are directed by the DMSs, if the vehicle has been pre-cleared (based on weight, credentials and other criteria) to bypass the weigh station.

   Vehicles equipped with AVI transponders are sent a message via the AVI system and the DMSs, if the vehicle has been pre-cleared (based on weight, credentials and other criteria) to bypass the weigh station.

5) If a truck is not pre-cleared, then it is required to report to the scale house. The vehicles not equipped with AVI transponders are directed by the DMSs to enter the weigh station for further processing. Vehicles equipped with AVI transponders are sent a message via the Notification Location's AVI system and the DMSs to enter the weigh station for further processing.

6) The scale house operator uses the information from the Advance Location, displayed on the workstation display, to identify why a truck was required to report to the station (i.e. credentials check, weight check or random pull-in), and processes the truck accordingly.

1.2. MATERIAL

A. Qualified Products

Furnish new equipment, materials, and hardware unless otherwise required. Inscribe manufacturer's name, model number, serial number, and any additional information needed for proper identification on each piece of equipment housed in a case or housing.

Furnish factory assembled cables without adapters, unless otherwise approved by the Engineer, for all cables required to interconnect any field or central equipment.

Ensure all Contractors-furnished equipment, including pieces and components of equipment, hardware, firmware, software, middleware, internal components, and subroutines which perform any date or time recognition function, calculation, or sequencing will support a four-digit year format for a period of at least 50 years and will support user-definable parameters for setting the start and end dates for daylight savings time.

Certain equipment listed in these Project Special Provisions must be pre-approved on the Department's ITS & Signals Qualified Products List (QPL) by the date of installation. Equipment, material, and hardware not pre-approved when required will not be allowed for use on the project.

The QPL is available on the Department's website at the following address:

https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals-Qualified-Products.aspx

B. Warranties

Unless otherwise required herein, provide manufacturer's warranties on Contractors-furnished equipment for material and workmanship that are customarily issued by the equipment manufacturer and that are at least 3 years in length from the successful completion of the 30-day observation period. Include unconditional coverage for all parts and labor necessary or incidental to repair of defective equipment or workmanship and malfunctions that arise during warranty period.

For light emitting diode (LED) signal modules, provide a written warranty against defects in materials and workmanship for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide replacement modules within 45 days of receipt of modules that have failed at no cost to the Department.

Ensure all Contractor-furnished equipment, including pieces and components of equipment, hardware, firmware, software, middleware, internal components and subroutines, which perform any date or time data recognition function, calculation or sequencing will support a four digit year format for at least 50 years and will support user-definable parameters for setting the start and end dates for daylight savings time.

Upon successful completion of the 30-day observation period, transfer manufacturer's warranties with proper validation by the manufacturer to the Department or its designated maintaining agency.

C. Firmware and Licensing Upgrades

Provide the Department with backups of the System roadside operations software and operating system, application programs, data files and any other element necessary to restore any of the roadside operations controller servers and workstations to normal operation after repair or replacement. Provide this material on compact disk or other approved media. Include instructions for restoring the software and data.

Provide the Department with an unlimited license to duplicate all central programs and remote site programs to facilitate the addition of future sites throughout North Carolina. Provide three (3) copies of all software packages on CD-ROM.

Ensure software performance upgrades that occur during the contract period up through final acceptance of the project are available to the Department at no additional cost.

Software upgrades that are developed to correct operating characteristics shall be available to the Department at no additional cost until the warranty period expires.

Provide licensed copies of all software/firmware to the Department for any programmable devices furnished by the Contractor and installed in this project for which licensed software has not already been provided by the Department. The Department shall have the right to install any software/firmware for maintenance and support on all hardware provided under this contract. Provide software/firmware for maintenance and support of system support software, utility software, roadside operations controllers, and CCTV systems, and all other programmable devices provided by the Contractor.

D. Plan of Record Documentation

Comply with all requirements of Article 1098-1(F) of the Standard Specifications for providing plan of record documentation for all work performed under this Project.

1.3.CONSTRUCTION METHODS

(A) General

Unless otherwise stated in these Project Special Provisions, perform work that meets the requirements of the *Standard Specifications* and these Project Special Provisions. In the event of a conflict between these Project Special Provisions and the *Standard Specifications*, these Project Special Provisions shall govern.

Locate all underground utilities before beginning drilling, digging, and trenching operations.

Immediately cease work and notify the Engineer and affected owners if damage to existing utilities, cables, or equipment occurs. Make all required repairs and replacements at no additional cost to the Department.

(B) Regulations and Codes

Furnish material and workmanship conforming to the *National Electric Code* (NEC), *National Electric Safety Code* (NESC), Underwriters Laboratories (UL), or other listing agencies approved by the North Carolina Department of Insurance, and all local safety codes in effect on the date of advertisement. Comply with Article 4, Chapter 87 of the *North Carolina General Statutes* (Licensing of Electrical Contractors). Comply with the Plans, all previously referenced specifications, and all applicable local ordinances and regulations before and during all stages of the electrical work.

When required by the local ordinances and governmental agencies, upon completion of the work, have all systems inspected and approved in writing by the authorized governmental electrical inspector for the area. Furnish written certification of the authorized inspector's approval to the Engineer. Inspection by the authorized governmental electrical inspector must neither eliminate nor take the place of the inspections by the Engineer. Upon the Engineer's receipt of written certification and the Contractor's written request for a final inspection of the installations, the Engineer will perform a final inspection.

Where required, conform to ITE, AASHTO, and ASTM standards in effect on the date of advertisement.

(C) Maintenance and Repair of Material

Furnish the Engineer with the name, office telephone number, cellular (mobile) telephone number, and pager number of the supervisory employee who will be responsible for maintenance and repair of equipment during all hours.

Maintain and repair all Contractor-furnished and installed communications related equipment within the project construction limits until completion of the Observation Period and receipt of written notification of final acceptance of the project. This requirement for maintaining and repairing said equipment shall remain in effect in the event of severe weather (see NOAA National Severe Storms Laboratory website http://www.nssl.noaa.gov/primer/) or a natural disaster, including but not limited to floods, winter weather, lightning, damaging winds, hail, tornado, tropical storm or hurricane.

Furnish the Engineer with the name, office telephone number, cellular (mobile) telephone number, and pager number of the supervisory employee who will be responsible for maintenance and repair of equipment during all hours.

Remove and replace all equipment that fails. The Department will furnish the Contractor replacement equipment for Department-furnished equipment that fails.

(D) Wire and Cable

For installation in a conduit system, lubricate cable and wires before installing in conduit. Use lubricant that will not physically or chemically harm cable jacket, wire insulation, and conduit.

Only splice lead-in cables in junction boxes using UL®-approved, underground splice connectors using gel-filled splice connectors in accordance with Standard Drawing 1725.01. Splice all other electrical wire and cable inside equipment cabinets, and cabinet base extenders/adapters at nickel-plated brass, recessed-screw, barrier-type terminal blocks or using gel-filled splice connectors. Unless specifically allowed, connect no more than two conductors to the same terminal screw. Do not splice any electrical wire or cable other than lead-in cables in junction boxes.

Maintain color-coding of wires through splices.

Protect ends of wire and cable from water and moisture.

Place permanent labels on all wires and cables to clearly identify each one. Use an indelible black ink marker or approved labeling devices to write on the permanent labels when required.

Install all wire and cable with necessary hardware including, but not limited to shoulder eyebolts, washers, nuts, thimbleyelets, three-bolt clamps, J-hooks, split bolt connectors, grounding clamps, and lashing material.

(E) Inductive Loop Tests and Grounding

Submit a completed Inductive Loop & Grounding Test Form available on the Department's website. The form is located on the Department's website at:

https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals.aspx

Provide a length of marker tape 6 to 12 inches below finished grade directly over grounding electrodes and conductors.

(F) Electrical Bonding

Using an approved termination means, connect a number 14 AWG minimum 19-strand copper conductor (Type THWN) with green insulation to serve as an equipment grounding conductor to metal poles and other metallic components which are not otherwise bonded, through means approved by the Engineer.

1.4. 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. Include the incidental costs for furnishing and/or installing materials and equipment expressly required under the contract for successful completion of the contract, but whose measurement and payment is not specifically stated under any of the contract pay items, into the unit cost(s) for the various items in the contract.

2. MOBILIZATION

2.1. DESCRIPTION

This work consists of preparatory work and operations, including but not limited to the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work on the project; the removal of disbandment of those personnel, equipment, supplies, incidentals, or other facilities that were established for the prosecution of work on the project; and for all other work and operations which must be performed for costs incurred prior to beginning work on the various items on the project site.

2.2. MEASUREMENT AND PAYMENT

Mobilization will be measured and paid for at the contract lump sum price for Mobilization.

Partial payments for the item of "Mobilization" will be made with the first and second partial pay estimates paid on the contract, and will be made at the rate of 50% lump sum price for "Mobilization" on each of these partial pay estimates provided the amount bid for "Mobilization" does not exceed 5 percent of the total amount bid for the contract. Where the amount bid for the item of "Mobilization" exceeds 5 percent of the total amount for the contract, 2 ½ percent of the total amount bid will be paid on each of the first two partial pay estimates, and the portion exceeding 5 percent will be paid on the last partial pay estimate.

Payment will be made under:

Pay Item	**Pay Unit**
Mobilization	Lump Sum

3. UNDERGROUND CONDUIT

3.1. DESCRIPTION

Furnish and install conduit for underground installation with tracer wire, miscellaneous fittings, all necessary hardware, marker tape, backfill, graded stone, paving materials, and seeding and mulching in accordance with Section 1715 of the Standard Specifications

3.2. MATERIAL

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

Refer to Articles 1091-3 (Conduit), 1091-4 (Duct and Conduit Sealer), 1018-2 (Backfill), and 545-2 and 545-3 (Graded Stone) of the Standard Specifications.

Furnish underground HDPE conduits as shown in the Plans. All vertical conduits (entrance to electrical service and equipment disconnect and pole mounted cabinet) must be rigid galvanized steel.

3.3. CONSTRUCTION METHODS

Locate all underground utilities before beginning drilling, digging or trenching operations.

Immediately cease work and notify the Engineer and affected owners if damage to existing utilities, cables or equipment occurs. Make all required repairs and replacements.

Install underground conduit in compliance with all requirements of Section1715-3 of the Standard Specifications.

3.4. MEASUREMENT AND PAYMENT

Unpaved Trenching (qty) (size) will be measured horizontal linear feet of trenching for underground conduit installation of each type furnished, installed, and accepted. Measurement will be along the approximate centerline of the conduit system. Payment will be in linear feet.

Directional Drill (qty) (size) will be measured horizontal linear feet of directional drill for underground conduit installation furnished, installed, and accepted. Measurement will be along the approximate centerline of the conduit system. Payment will be in linear feet.

No measurement will be made of vertical segments, non-metallic conduit, metallic conduit, conduit sealing material, backfill, graded stone, paved materials, miscellaneous fittings, non-detectable marker tape, pull lines, seeding and mulching as these will be considered incidental to conduit installation.

No measurement will be made of tracer wire as it will be considered incidental to furnishing and installing the fiber optic communications cable.

Payment will be made under:

Pay Item	**Pay Unit**
Unpaved Trenching (1) (1")	Linear Foot
Unpaved Trenching (1) (2")	Linear Foot
Unpaved Trenching (2) (2")	Linear Foot

Unpaved Trenching (3) (2").....Linear Foot

Unpaved Trenching (4) (2").....Linear Foot

Directional Drill (2) (2").....Linear Foot

Directional Drill (4) (2").....Linear Foot

4. JUNCTION BOXES

4.1.DESCRIPTION

Furnish and install junction boxes (pull boxes) with covers, graded stone, grounding systems, and all necessary hardware. Comply with Section 1716 of the Standard Specifications.

4.2.MATERIAL

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

Refer to Article 1098-5 (Junction Boxes) with the following exception: Page 10-212, sub-Section 1098-5(C) Oversized Junction Boxes - revise sentence to read, "Provide oversized junction boxes and covers with minimum inside dimensions of 28"(l) x 15"(w) x 22"(h)."

Refer to Section 545 (Graded Stone) of the Standard Specifications.

Revise Article 1091-5(B), page 10-202 starting on line 9 to read "Provide polymer concrete (PC) boxes which have bolted covers and open bottoms. Provide vertical extensions of 6" to 12" as required by project special provisions."

Revise Article 1091-5(B), page 10-202 starting on line 14 to read "Other thermoplastic materials may be used for components which are not normally exposed to sunlight."

4.3.CONSTRUCTION METHODS

Install junction boxes in compliance with all requirements of Section1716-3 of the Standard Specifications.

Install standard size and oversized junction boxes.

4.4.MEASUREMENT AND PAYMENT

Junction Boxes (_____) will be measured and paid in actual number of junction boxes of each size and type furnished, installed, and accepted.

No measurement will be made of covers, graded stone, and grounding systems as these will be considered incidental to furnishing and installing junction boxes.

Payment will be made under:

Pay Item	**Pay Unit**
Junction Boxes (Standard Size)	Each
Junction Boxes (Oversized)	Each

5. FIBER-OPTIC CABLE

5.1. DESCRIPTION

Furnish and install single mode fiber-optic (SMFO) communications cable and all necessary hardware.

5.2. MATERIAL

Furnish material, equipment, and hardware under this section that is pre-approved on the Department's QPL.

Refer to Articles 1098-10(A) (SMFO Communications Cable) and 1098-10(C) (Communications Cable Identification Markers) of the Standard Specifications.

Provide communications cable identification markers with 919-733-3535 as the contact telephone number.

5.3. CONSTRUCTION METHODS

Install fiber-optic cable in compliance with all requirements of Section1730-3 of the Standard Specifications.

Do not install any communications cables in the same conduit or junction box as power cables.

Store 30 feet of each fiber optic cable entering a junction box. Coil all stored cable in the bottom of the junction box and in a manner that does not violate the maximum bending radius of the cable.

5.4. MEASUREMENT AND PAYMENT

Communications cable (12-fiber) will be measured and paid as the actual linear feet of fiber-optic cable of each fiber count furnished, installed, and accepted. Measurement will be made by calculating the difference in length markings located on outer jacket from start of run to end of run for each run. Terminate all fibers before determining length of cable run.

No measurement will be made for terminating, splicing, and testing fiber-optic cable; tracer wire or delineator markers, as these will be considered incidental to the installation of fiber-optic cable.

Payment will be made under:

Pay Item	**Pay Unit**
Communications Cable (12-Fiber)	Linear Foot

6. DELINEATOR MARKERS

6.1. DESCRIPTION

Furnish and install delineator markers with all necessary hardware.

6.2. MATERIALS

Material, equipment, and hardware furnished under this section shall be pre-approved on the Department's QPL. Refer to Article 1098-13 (Delineator Markers) of the Standard Specifications.

Provide delineator markers with 919-733-3535 as the contact telephone number.

6.3. CONSTRUCTION METHODS

Install delineator markers at each junction box housing fiber optic communications cable. Comply with all requirements of Section1733-3 of the Standard Specifications.

6.4. MEASUREMENT AND PAYMENT

Delineator marker will be measured and paid for as the actual number of delineator markers (tubular marker posts) furnished, installed, and accepted.

Payment will be made under:

Pay Item	**Pay Unit**
Delineator Markers	Each

7. FIBER-OPTIC INTERCONNECT CENTERS

7.1. DESCRIPTION

Furnish and install fiber-optic interconnect centers and all necessary hardware.

7.2. MATERIALS

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

Refer to Article 1098-11 (Fiber-Optic Splice Centers) of the Standard Specifications.

7.3. CONSTRUCTION METHODS

Install fiber-optic splice centers, perform termination and splicing, and test in compliance with all requirements of Section1731-3 of the Standard Specifications.

7.4. MEASUREMENT AND PAYMENT

Interconnect center will be measured and paid as the actual number of fiber-optic interconnect centers furnished, installed, and accepted.

No measurement will be made of splice trays, pigtails, jumpers, connector panels, testing and any corrective actions, repairs and replacements needed for exceeding maximum allowable attenuation or other defects, as these will be considered incidental to furnishing and installing fiber-optic interconnect centers.

Payment will be made under:

Pay Item	**Pay Unit**
Interconnect Center	Each

8. BASE MOUNTED EQUIPMENT CABINET

8.1. DESCRIPTION

Furnish and install Type 332 base mounted equipment cabinets and all necessary hardware. Conform to CALTRANS Traffic Signal Control Equipment Specifications except as required herein. Furnish CALTRANS Model 332 base mounted equipment cabinet.

Furnish all foundation mounting hardware, detector sensor cards, one Corbin Number 2 cabinet key, surge protection, grounding systems, thermostatically controlled exhaust fan, and all necessary hardware.

8.2. MATERIAL

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

Provide a moisture resistant coating on all circuit boards.

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 280V at 20,000A with a nominal series inductance of 200μh. Ensure that the voltage does not exceed 280V.

A. Type 332 Cabinet Electrical Requirements

Provide a cabinet assembly that ensures that upon leaving any cabinet switch, 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.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet.

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

Install a UL listed, industrial, heavy-duty type power outlet strip with a maximum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip is mounted securely; provide strain relief if necessary.

Provide a terminal mounted loop surge suppresser device for each set of loop terminals in the cabinet. For a 10x700 microsecond waveform, ensure that the device can withstand a minimum of 25 peak surge current occurrences at 100A, in both differential and common modes. Ensure that the maximum breakover voltage is 170V and the maximum on-state

clamping voltage is 30V. Provide a maximum response time less than 5 nanoseconds. Ensure that off-state leakage current is less than 10 μA. Provide a nominal capacitance less than 220pf for both differential and common modes.

Provide surge suppression on each communications line entering or leaving a cabinet. Ensure that the communications surge suppresser can withstand at least 80 occurrences of an 8x20 microsecond wave form at 2000A and a 10x700 microsecond waveform at 400A. Ensure that the maximum clamping voltage is suited to the protected equipment. Provide a maximum response time less than 1 nanosecond. Provide a nominal capacitance less than 1500pf and a series resistance less than 15 Ω.

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.

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. Furnish all bulbs with the cabinet. Provide door switch actuation for the fixtures.

Furnish a quad power outlet (four 15 amp sockets) for use by network equipment.

Furnish power allocations for network equipment. Total power made available to network and telephone company equipment not to exceed 20 amps at 115VAC.

B. Type 332 Cabinet Physical Requirements

Provide a surge protection panel with loop protection devices that allows sufficient free space for wire connection/disconnection and surge protection device replacement.

Provide permanent labels that indicate the slot and the pins connected to each terminal. Label and orient terminals so that each pair of inputs is next to each other. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. The shelf must extend fully to allow the table surface to retract outside the cabinet 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 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 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.

8.3. CONSTRUCTION METHODS

Install base mounted equipment cabinets and all necessary hardware as required to provide a fully operational System.

Ensure space in equipment cabinet allows for network equipment.

8.4. MEASUREMENT AND PAYMENT

Base mounted equipment cabinet will be measured and paid as the actual number of base mounted equipment cabinets furnished, installed and accepted.

No measurement will be made for cabling, connectors, cabinet attachment assemblies, conduit, condulets, grounding equipment, surge protectors, or any other equipment or labor required to install the equipment cabinet and integrate it with the System equipment as these will be considered incidental to furnishing and installing the base mounted equipment cabinet.

Payment will be made under:

Pay Item	**Pay Unit**
Base Mounted Equipment Cabinet	Each

9. CABINET BASE EXTENDER

9.1. DESCRIPTION

Furnish and install cabinet base extenders with all necessary hardware.

9.2. MATERIALS

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

Fabricate base extender from the same material and with the same finish as the cabinet housing. Fabricate base extender in the same manner as controller cabinets, meeting all applicable specifications called for in Section 7.5 of CALTRANS TEES (11/19/99). Provide base extenders that are a minimum height of 12 inches.

Refer to Article 1098-16 (Cabinet Base Extender) of the Standard Specifications.

9.3. CONSTRUCTION METHODS

Install cabinet base adapter and use permanent, flexible waterproof sealing material to:

(a) Seal between cabinet base and cabinet base extender.

(b) Seal 2-piece cabinet base extender seams, and

(c) Seal space between cabinet base extender and foundation.

9.4. MEASUREMENT AND PAYMENT

Cabinet Base Extenders will be measured and paid as the actual number furnished, installed and accepted.

Payment will be made under:

Pay Item	**Pay Unit**
Cabinet Base Extender	Each

10. CABINET FOUNDATIONS

10.1. DESCRIPTION

Furnish and install field equipment cabinet foundations and all necessary hardware.

Furnish preformed cabinet pad foundations and all necessary hardware.

10.2. MATERIAL

Refer to Section 1098-15 (Signal Cabinet Foundation) of the Standard Specifications.

Furnish preformed cabinet pad foundation material, equipment and hardware under this section that is pre-approved on the ITS & Signals QPL.

10.3. CONSTRUCTION METHODS

Comply with Section 825 of the Standards Specifications.

Follow all applicable procedures in Subarticles 1750-3(A) through 1750-3(J).

10.4. MEASUREMENT AND PAYMENT

Cabinet Foundations will be measured and paid as the actual number furnished, installed and accepted.

Payment will be made under:

Pay Item	**Pay Unit**
Cabinet Foundations	Each

11. PIEZOELECTRIC QUARTZ SENSORS

11.1. DESCRIPTION

Furnish and install the piezoelectric quartz sensors with all necessary hardware and software in accordance with the Plans and Project Special Provisions. The piezoelectric quartz sensors shall meet or exceed the performance criteria of Type I WIM Systems, ASTM E 1318-02 Standard Specification for Highway WIM Systems with User Requirements and Test Methods.

11.2. Materials

Install piezoelectric quartz sensors manufactured by Kistler Instruments, or approved equivalent. Furnish piezoelectric quartz sensors that have an uncompensated temperature coefficient of sensitivity of no more than +/-0.02%/°C.

The piezoelectric quartz sensors shall automatically and accurately weigh, with the tolerances set forth herein, each axle of a multi-axle vehicle and calculate the gross weight of the vehicle by summing the individual axle weights. Each vehicle having a gross weight of 39,000 pounds or more shall be checked for compliance with the Bridge Formula Weights (23 U.S.C. 127, 23 CRF 658) as defined by the Federal Highway Administration. The piezoelectric quartz sensors shall perform these measurements and calculations while the vehicle passes over the piezoelectric quartz sensors but not to exceed 5 seconds.

The gross and individual axle weights of each vehicle shall be accurately established to within the error limits listed in Table 1. These error limits shall be maintained within a confidence level of two standard deviations (96%) for a minimum sample of 100 vehicles. The sample shall consist of a variety of multiple-axle trucks passing over the sensors at speeds ranging from a minimum of 10 mph to a maximum of 100 mph. Tank trucks, livestock, car haulers and those vehicles whose suspension characteristics are determined to affect the scale performance shall not be included in the sample nor shall trucks whose speed varies by 10% or more.

Table 1 - Piezoelectric Quartz Sensors Accuracy

PARAMETER	TOLERANCE
Single Axle Weight	± 10% of actual weight
Axle Group (2 or more) Weight	± 6% of actual weight
Gross Weight	± 4% of actual weight
Axle Spacing	± 6 inches
Vehicle Speed	± 2 mph
Temperature Coefficient of Sensitivity	-.02% per degree C

The actual weight is defined as that vehicle weight established by static weighing on a multi-platform truck scale properly operating within the appropriate tolerance as established for a Class IIIL device as defined by the National Institute of Standards and Technology Handbook 44. The piezoelectric quartz sensors shall operate over an ambient temperature range of -40 to +134 degrees F with 10 to 100% humidity.

Supply a list of at least five installations where piezoelectric quartz sensors have been installed in similar environmental conditions with the same or higher traffic volume and speeds for a minimum of five years. Also, supply clients' contact information for the five installations.

The piezoelectric quartz sensors shall perform the following functions:

- Operate at vehicle speeds between 10 and 80 mph.
- Determine the compliance of each vehicle based on single-axle weight, axle group weight, and GVW.
- For each vehicle in excess of 39,000 pounds GVW, determine the compliance of the on-sensor vehicle with the Bridge Formula.
- Store data (including images) by truck classification broken down by day, month, and calendar year.
- The piezoelectric quartz sensor classifier/controller shall be capable of downloading all data stored on its internal or external storage device.
- The piezoelectric quartz sensor classifier/controller shall be capable of receiving executable control command.
- Suitably demonstrate that the piezoelectric quartz sensors will provide a service life exceeding 7 years. This can be provided by documented customer feedback on operating sites in use and by life cycle cost evaluation.

Attach the piezoelectric quartz sensors to a lead-in cable, which extends from the piezoelectric sensor to the equipment cabinet. The lead-in cable shall be a two-conductor 18 AWG twisted shielded cable.

(A) Sensor Sealant

Provide a sand-epoxy resin sealant/grout to secure and seal the sensor and lead-in cable into the pavement. Provide a shrink-free material that adheres to both concrete and asphalt.

Provide a sealant that meets the following requirements:

- Pot Life: 20-40 minutes at 32 degrees F,
- Minimum Curing Temperature: 46 degrees F and
- Density: 1 ounce/cubic inch.

Provide a sealant that meets the following mechanical requirements after seven days:

- Compressive strength: > 8,365 tons/ft.^{2}
- Flexural strength: > 365 tons/ft.^{2}
- Compressive strength: > 8,365 tons/ft.^{2}
- Adhesive strength on steel: > 42 tons/ft.^{2}

Adhesive strength on concrete: > 10 tons/ft.^{2}

11.3. Construction Methods

Install piezoelectric quartz sensors as shown in the Plans and as recommended by the manufacturer.

The piezoelectric quartz sensor configurations shall consist of two sets (4 sensors in each set) of piezoelectric quartz sensors in a single traffic lane, as shown in the Plans. Each set of four sensors shall occupy the entire lane and be positioned such that each sensor set weighs one side of the

vehicle thus obtaining weight information sufficient to determine any side-to-side balance condition of the vehicle.

Space the piezoelectric quartz sensors as shown in the Plans.

The piezoelectric quartz sensor slot in the pavement shall be no larger than 3.5" wide and extend no deeper than 2.8". Mount piezoelectric quartz sensors precisely flush with the surface of roadway.

Seal the piezoelectric quartz sensors and associated coaxial cable in a epoxy sealant to prevent moisture penetration. Install piezoelectric quartz sensors in such a manner that they will not be damaged by road maintenance such as snow removal. Warranty piezoelectric quartz sensors for a minimum of two years against defects in materials or workmanship.

Furnish on-site engineering consulting by the manufacturer for the installation of the piezoelectric quartz sensors.

(B) Calibration and Acceptance

Perform calibration using a single calibration truck within 72 hours of installation. The five (5) axle, test vehicle shall be of a tractor/trailer combination (3S2), complete with air ride suspension and a non-shifting static load. Load the truck to within 90 to 100% of allowable Gross Vehicle Weight for the road under test.

Conduct the calibration procedure as follows:

- Weigh the vehicle weigh using the static weigh scales. Record the weight information on the front (single axle), drive (tandem axle group), and trailer (tandem axle group). Calculate the Gross Vehicle Weight (GVW) of the vehicle by adding the three weights together,
- Measure and record the distance between the five (5) individual axles on the truck,
- Use a test vehicle and make three (3) test passes over the system under test at a selected speed, which is indicative of the truck traffic at the site. Make adjustments on site during this time to fine tune the axle spacing, and weight output of the WIM system, and
- Once all initial adjustments have been made, make two (2) additional test passes with the test vehicle to confirm the accuracy of the adjustments. If all the readings fall within the ASTM ranges for the WIM, continue the tests. If this is not the case, make additional adjustments and make two (2) more confirming passes with the test truck.

Demonstrate through the acceptance tests that the system passes all criteria according to ASTM E1318 Standard, achieving ASTM accuracy type I. Perform the acceptance test as follows:

- Using the test truck, make an additional ten (10) passes at a selected speed that is indicative of the truck traffic at the test site;
- Place all of the data into a spreadsheet with the approval of the Department;
- Calculate the mean error and standard deviation for all recorded measurements at the end of the ten (10) test passes. Perform the calculations as follows:

For weight measurements, calculate the percent error for each test pass using the following formula,

[(WIM Weight - Static Weight)/Static Weight] x 100 = % error,

Calculate the mean error for each weight type (single, group, GVW) as follows (with each weight type calculated individually):

- % errors for single, group or GVW/# of samples = Mean error,
- Calculate the error for individual axle spacings using the following formula (each of the four axle spacings calculated individually), and
- 10 of [(WIM Axle Spacings - Actual Axle Spacing)]/10 = Mean Axle Spacing Error,

- Enter all of the calculated errors into the spreadsheet;
- Check the calculated result against the acceptable range for the ASTM values. There will be one of two results:
  - If 95% of all recorded test results, (single axles, axle groups, GVW, axle spacing) fall within the ASTM specified tolerance then the system will have passed the requirements, or
  - If less than 95% of the calculated differences fall within the ASTM specified tolerance then readjust the system make and an additional ten (10) test passes to retest the system.

11.4. Measurement and Payment

Piezoelectric quartz sensor set will be measured and paid as the actual number of piezoelectric quartz sensor sets furnished, installed, and accepted. No measurement will be made for cables, amplifiers, epoxy, temperature sensors, electrical conductors, or conduit fittings as this will be considered incidental to furnishing and installing the piezoelectric quartz sensor sets.

Payment will be made under:

Pay Item	**Pay Unit**
Piezoelectric Quartz Sensor Set	Each

12. INDUCTIVE DETECTION LOOPS

12.1. DESCRIPTION

Furnish and install inductive detection loops with loop slot sealant, loop wire, conduit with fittings and all necessary hardware.

12.2. Materials

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

Refer to Article 1098-8 (Inductive Detection Loops) of the Standard Specifications.

Provide the Engineer a Type 3 material certification and MSDS for the sealant in accordance with Article 106-3.

12.3. CONSTRUCTION METHODS

All work performed in this section shall be done in the presence of the Engineer. Notify Engineer one week before installing inductive detection loops.

Inductive loop saw slots, including tail and lead-in sections, **MUST BE DRY CUT AT THE ADVANCE WIM LOCATION, WET CUTS WILL NOT BE ALLOWED.** At the notification location and at the Scale House, wet cut are permitted.

Before sawcutting, pre-mark inductive detection loop locations and receive approval. Sawcut pavement at approved pre-marked locations. Do not allow vehicles to travel over unsealed loop slots.

Install conduit bushings from edge of pavement to junction box.

Before sealing loop conductors, test that impedance from the loop wire to ground is at least 100 mega ohms. For each location with inductive loops, submit a completed Inductive Detection Loop & Grounding Test Results form, found on the Department's website, and place copy in equipment cabinet. Ensure all loops are included on form.

Embed loop conductors in saw slot with loop sealant. Slots must be dry and free of loose material before installing sealant. Seal saw slot and dispose of excess sealant in an environmentally safe manner.

Between where loop conductor pairs leave saw cut in pavement and junction boxes, twist loop conductor pairs a minimum of 5 turns per foot. Permanently label each twisted pair in the junction box with nylon cable tie using indelible ink. Indicate loop number and loop polarity on the tie.

12.4. MEASUREMENT AND PAYMENT

Inductive Loop Sawcut will be measured and paid as the actual linear feet of inductive sawcut furnished, installed, and accepted.

No measurement will be made of loop slot sealant, loop wire, conduit and conduit fittings as these will be incidental to furnishing and installing inductive detection loops.

Payment will be made under:

Pay Item	Pay Unit
Inductive Loop Sawcut	Linear Foot

13. LEAD-IN CABLE

13.1. Description

Furnish and install lead-in cable with all necessary hardware to be used in conjunction with installing inductive detection loops.

13.2. Materials

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

Refer to Articles 1098-6 (Lashing Wire and Hardware), 1098-9 (Lead-In Cable) and 1098-6 (Wrapping Tape) of the Standard Specifications.

13.3. Construction Methods

For underground runs, install lead-in cable in 2" non-metallic conduit.

Splicing of lead-in cable is not allowed.

Test each complete loop system from the equipment cabinet by using a megger to verify that impedance from the loop system to the ground is at least 50 mega ohms. After successful completion of megger test, test loop system resistance using an electronic ohmmeter to verify loop system resistance is less than 0.00885 ohms per foot.

13.4. Measurement and Payment

Lead-in Cable will be measured and paid as the actual linear feet of lead-in cable furnished, installed, and accepted. Measurement will be made of calculating the difference in length marking located on outer jacket from start of run to end of run for each run. Terminate all cables before determining length of cable run.

If markings are not visible, measurement will be point to point.

Payment will be made under:

Pay Item	**Pay Unit**
Lead-In Cable	Linear Foot

14. LED LANE CONTROL SIGNS

14.1. DESCRIPTION

Furnish a new LED lane control sign with an environmental enclosure rated for outdoor use as shown on the plans.

14.2. MATERIALS

Furnish and install one lane control sign that displays 2 independent "Green Arrow" displays. The display arrows should be a minimum of 18 inches in height. This lane control sign must also have a "Dark" state, with no display.

(Green ↙ and Green ↘)

Ensure the messages are clear and legible under any lightning conditions at a distance of up to 1,000 ft. Ensure the message display board is modular in construction and can be easily removed. No self- tapping fasteners may be used. All fasteners shall be stainless steel.

The measured chromaticity coordinates for the red and green must conform to the chromaticity requirements of section 8.04 and figure 1 of the VTCSH Standard. The chromaticity measurements shall remain unchanged over the input line voltage range of 90 VAC to 135 VAC.

Furnish lane control signs that consist of LED's mounted on a Printed Circuit Board (PCB) matrix with a matte black mask. Each lane control sign will have a dual mode that displays the green arrows.

Arrange the LEDs in a manner to form an outline of the symbols and distribute evenly. The maximum distance between consecutive LED's is 0.5 inches and must not vary more than 10%. Each display mode should consist of double-stroke LEDs as a minimum. Provide the PCB matrix with a minimum thickness of .093 inches.

Provide green LED's of the latest In GaN Technology. The minimum nominal luminous intensity of the LED's shall be 6,000 med at 20mA. Ensure the individual LED light sources are interconnected so that a catastrophic failure of a single LED will result in a total loss of not more than 5% of total number of LED's.

There shall be no electronic components visible on the front of the display. The display face shall consist solely of LED's mounted on a mat black PCB. Ensure the rear side of the PCB is protected by a molded polymeric back cover to seal and protect it from any possible damages.

The display PCB with back cover shall fit into front door which consist of an aluminum frame and face lens. The face lens shall be made of .250 inches (1/4")

non glare matte-finish polycarbonate with UV resistant surface treatment. The lens shall have light transmission properties of at least 82%. Ensure the entire display face shall be assembled as a one piece self-contained module that can be easily removed from the sign housing.

14.3. Construction Methods

Install the new lane control sign on a new metal mast arm using stainless steel bands and fasteners. Install mounting hardware consisting of rigid vehicle signal head mounting brackets. Terminate the individual connectors for each message on the PCB terminal board and the signal conductors originating from the screening system cabinet. Label and identify all wires and cabling as to their intended function to aid in future servicing of the lane control signs. Provide a labeling method that is approved by the Engineer.

Use the existing lane control system equipment cabinet to house the new lane control system components. Install a new 2" conduit into the existing cabinet base if an existing conduit stub-out is not available.

14.4. Measurement and Payment

LED Lane Control Sign will be measured and paid as the actual number of lane control signs furnished, installed, and accepted. Payment includes the LED lane control signs, required driver boards, relays, power supplies, rack assemblies, mounting hardware, conduit stub-outs, signal cable and the installation of the PCB terminal board, termination of the cabling, and testing the signs.

Payment will be made under:

Pay Item	**Pay Unit**
LED Lane Control Sign	Each

15. AUTOMATED VEHICLE IDENTIFICATION

15.1. DESCRIPTION

Furnish and install AVI reader equipment with all necessary hardware and software in accordance with the Plans and these Project Special Provisions. The AVI equipment must interface with the existing NCPass Transponder program currently in use.

Remove the existing Transponder Reader metal pole, existing Transponder Reader, and existing cabinet. Relocate the metal pole and install a new foundation at the location shown on the Plans. Install the existing Transponder Reader and existing cabinet at the location shown on the Plans. Install new AVI equipment and Interface with the new WIM bypass system.

15.2. MATERIALS

The transponder system shall meet the technical requirements of current North American Commercial Vehicle Operations (CVO), Intelligent Transportation Systems projects as defined by ASTM, draft 6 protocol for an ITS/CVO system. The DSRC technology at a minimum shall utilize Time Division Multiple Access (TDMA) technology.

The transponder system shall be integrated into the operation of the screening system. The transponder system shall have hardware and software interfaces for communications with the screening system. The transponder system shall transmit information to the roadside electronics. The roadside electronics shall incorporate the transponder ID as part of the vehicle record.

The transponder system shall, at a minimum, have the capability to read transponders and cause the transponder to activate red or green signals and audible alerts on the transponder. The transponder system shall be able to direct a specific trigger to a specific target transponder.

A. Single-Antenna Transponder Reader:

A transponder reader shall be installed at the location shown on the Plans.

With an accuracy of 99.95%, the transponder reader shall be able to read and write to transponders at vehicle operating speeds up to 80 mph and correctly report the transponder ID to the screening system controller.

The power requirements of the transponder reader shall be 120V, 60 Hz, 20W AC power. Communications between the transponder reader and other devices shall be through an EIA-232 or EIA-422 interface with a minimum data rate of 9600 baud asynchronous. A serial I/O card shall be supplied with a baud rate up to 288K and FIFO buffering.

B. Transponder Antennae:

Dipole 915 MHz antenna shall be used. This functionality is required because the transponder record for the vehicle shall be matched up with the screening system data and other in-lane sensors to create a complete vehicle record for processing.

15.3. Construction Methods

Remove the existing Transponder Reader, cabinet, solar power assembly, and metal pole. Any equipment damaged during removal must be replaced or repaired at the Contractor's expense.

Remove and promptly dispose of the existing metal pole foundations including reinforcing steel, electrical wires, and anchor bolts to a minimum depth of two feet below the finished ground elevation. At the Contractor's option, remove the complete foundation.

Deliver the solar power assembly to a location designated by the Engineer.

Design and receive approval for a new foundation at the new location as shown in the plans.

Install the existing Transponder Reader and cabinet in accordance with the manufacturer's recommendations.

Install the new AVI electronics inside the field equipment cabinet. Install the new AVI reader in accordance with the manufacturer's recommendations.

Mount the AVI reader/antenna at a height and angle that ensures it covers the right travel lane. Mount the he reader/antenna to meet NCDOT requirement s for vertical clearances of sign and bridge structures. Prepare all forms and complete all necessary requirements on behalf of the Department to obtain any FCC licenses required for the AVI equipment.

15.4. Measurement and Payment

AVI Reader will be measured and paid as the actual number of AVI readers furnished, installed, integrated, and accepted. This payment will be for all equipment, software, and integration. No separate measurement will be made for the cabling, connectors, attachment assemblies, condulets, grounding equipment, surge protectors, or any other equipment required to install the AVI reader as these will be considered incidental to furnishing and installing the AVI reader. Metal poles will be paid for separately.

Relocate Transponder Reader will be measured and paid as the actual number of Transponder readers removed, relocated, integrated, and accepted. This payment will be for all equipment, software, and integration. No separate measurement will be made for the removing the existing solar power assembly, cabling, connectors, attachment assemblies, condulets, grounding equipment, surge protectors, or any other equipment required to install the Transponder reader as these will be considered incidental to relocating the Transponder reader. Metal poles will be paid for separately. Foundations will be paid for separately.

Payment will be made under:

Pay Item	**Pay Unit**
AVI Reader	Each
Relocate Transponder Reader	Each

16. AUTOMATIC LICENSE PLATE READER SYSTEM

16.1. Description

Furnish and install an ALPR system on the existing I-85 southbound ramp to the Charlotte Weigh Station. Provide an overview image of the vehicle and automatically locate and identify with the corresponding alphanumeric information and jurisdiction/location of issue.

The ALPR system must be capable of producing an ALPR image and a snapshot overview image of the passing commercial vehicles.

Display the images and corresponding data on the existing screen that displays the static weights.

Furnish an ALPR system that produces multiple state and alphanumeric license plate interpretations per vehicle with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions. At a minimum, the ALPR system must read and interpret license plates from the following states:

1) North Carolina
2) South Carolina
3) Virginia
4) Florida
5) Georgia
6) Tennessee
7) Indiana
8) Pennsylvania
9) Illinois
10) Ohio
11) Texas
12) New Jersey

The system must provide effective license plate capture at night using IR illuminators and no other external lighting source.

Furnish an ALPR system with a plate read rate of better than 80% (all characters correctly read for 80% of readable license plates) at speeds up to 45 miles per hour.

Provide a system with an operator interface to include database remote query functionality.

Provide at least one reference from an accredited law enforcement agency currently using the proposed ALPR system in a non-static weigh station application.

16.2. Material

A. Camera

Furnish one side fired ALPR camera that complies with the following:

- Self-illuminating Infrared (IR) illuminators utilizing driver safe non-visible light (greater than 750nm) and only activated when images are being captured.

- IR light-emitting diodes (LEDs) utilized must be "pulsed" to enhance license plate capture.
- IR camera illumination certified to be "eye safe" by an independent testing agency.
- Ultra high resolution with dual color/black white image capture and digital signal processing to reduce color noise.
- Enhanced low light resolution (1.2 million pixels).
- Shutter speed of 1/10,000 sec exposure setting.
- Vibration resistance: 10G (20Hz-200Hz).
- Integrate the camera and ALPR processor into a single, sealed housing enclosure that is impervious to weather and environmental elements and tested to IP68 standards.
- Produces multiple license plate images, with no moving parts in the dual-lens cameras, per vehicle with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions. Lens must capture up to 60 frames per second.
- Integrated ALPR processor with hardware AES encryption to NIST FIPS 197 with optional hardware data encryption.
- ALPRs weighing no more than 16 lbs. (including housing) and operating on less than 25S, 48V DC power with an external trigger mode and a "self trigger mode" to detect the presence of a commercial motor vehicle license plate in the camera's field of view.
- A snapshot overview camera with day/night capabilities is required. Image must be integrated with the ALPR image taken by the ALPR camera. Night overview images will be black and white. Daylight images will be in color.
- Operates during typical rain and snow events.
- Triggered by embedded loops in the roadway.

B. ALPR System Software

Furnish ALPR System Software with the following requirements:

- Provide variants of the Optical Character Recognition (OCR) engine that are designed specifically for NC and regional license plates. Provide OCR updates for new plate designs as required.
- Utilizes internal camera controls to facilitate automated setting for optimum flash, gain and shutter configurations.
- Integrates into a wide variety of systems via relay output, RS232, TCP/IP Ethernet with socket and FTP protocols, as well as IP connectivity.
- Offer standard software JPEG compression, with optional hardware JPEG compression.
- Fully web-enabled and IP-addressable.
- Provide a feature to enable or disable, at the user's discretion, "fuzzy logic" plate matching to enable the system to match common number character issues (o/0 and 8/B) or unknown characters.
- Captures a live, corresponding color overview image of the vehicle and simultaneously displaying the captured license plate, along with the date and time stamp of the image and a percentage of confidence rate for each license plate. The confidence level is defined as the percentage of time that an interpretation of that confidence will be correct. For example, an interpretation with a confidence of 95 percent should be correct 95 percent of the time.
- Allows up to 12 GB of optional compact flash storage to allow for buffering of data.

- Provides a permanent record of all interpretations and captured images in a chronological order rate of up to 45 images per minutes as determined by the operator. The operator can directly input whether the interpretation is correct while viewing the image. The system must keep a record of the operator inputs.
- Operator interface that allows reviewing and modifying license plate records associated with each vehicle record.
- Decode license plate numbers into a digital string and associate the captured image and license plate number into a single vehicle record file.
- Provide a still image capture of each commercial motor vehicle for identification purposes; include the original image of the license plate number in the field of view.
- Attaches unique identifying information to each license plate number image capture in order to ensure data integrity and proper vehicle image association with other collection data.
- Provide dynamic exposure control including automated recalibration process to optimize the license plate number decode performance.
- Provide an operator interface to include database remote query functionality.

C. Camera Housing

Furnish the camera housing to meet the following requirements:

- LPR camera enclosure must be rated IP-65 or higher.
- Fabricate from corrosion resistant aluminum, finished in a neutral color of weather resistant enamel or polyester powdercoat.
- Equipped with tempered glass front window.
- Equipped with sunshield.
- Equipped with surge suppressors on all underground conductors.
- Include mounting hardware to match mounting bracket. Provide mounting hardware specifically for vendor's ALPR.

D. Surge Suppression

Protect all equipment at the top of the pole with grounded metal oxide varistors connecting each power conductor to ground.

Protect coaxial cable from each camera with a surge protector at each end of the cable.

16.3. Construction Methods

Comply with the manufacturer's recommendations for installation, conforming to the Standard Specifications and following the following requirements:

- Install ALPR on the relocated metal pole.
- Install ALPRs with a fixed focal point or target distance.
- Furnish frame grabber.
- Furnish all cabling and camera connectors from the same manufacturer as the ALPR system.
- Use stainless steel banding to attach the ALPRs to the pole.
- Protect all equipment by a surge protector at each end of the cable and connecting each power conductor to ground

16.4. MEASUREMENT AND PAYMENT

ALPR System will be measured and paid as the actual number of ALPR systems furnished, installed, and accepted. No separate measurement will be made for database search engines, software, IR illuminators, cabling, connectors, attachment assemblies, condulets, grounding equipment, surge protectors, or any other equipment or labor required to install the ALPR system as these will be considered incidental to furnishing and installing the ALPR system.

Payment will be made under:

Pay Item	**Pay Unit**
ALPR System	Each

17. SNAPSHOT OVERVIEW CAMERA ASSEMBLY EQUIPMENT

17.1. Description

Furnish and install snapshot overview camera assembly equipment with all necessary hardware, cabling and software in accordance with these Project Special Provisions.

The snapshot overview camera located at the Advance Location captures images of each commercial motor vehicle as they travel past the location. Images are transmitted with the vehicle record (i.e. weight, vehicle length, ALPR data, AVI data, etc.) from the roadside controller to the scale house server. Snapshot overview images must correspond with the matching ALPR images in the System.

17.2. Material

A. Dual Channel CCTV Camera

Furnish one side fired snapshot overview camera that complies with the following:

- Dual Channel Design:
  - Color – Day
  - Black & White – Night (with a self-illuminating infrared [IR] light source)
- Lens:
  - 40-240mm afl Auto Iris Motorized Zoom (Day Channel)
  - 40-240 mm afl Motorized Zoom (Night Channel)
- Light Sensitivity:
  - 2 lux w/digital backlight compensation (Day Channel)
  - 0.6 lux (Night Channel)

  Faceplate
- Horizontal Resolution:
  - 480 Lines (Day Channel)
  - 570 Lines (Night Channel)
- Signal to Noise Ration:
  - 50dB (Day Channel)
  - 46dB (Night Channel)
- Geometric Distortion: None
- Video Output: 1.0 Vp-p NTSC Composite, 75 ohms/BNC
- Humidity: 100%
- Operating Temperature Range: -58° F to +140° F w/ sun shield
- Enclosure – all aluminum weather proof enclosure complete with thermostat, heater, blower, and defrost/defogger
- Power Input:
  - 24 VAC +5%
  - 34 Watts (at night w/heater and blower engaged)

B. Camera Housing

Furnish the camera housing to meet the following requirements:

- Fabricate from corrosion resistant aluminum, finished in a neutral color of weather resistant enamel or polyester powdercoat.
- Equipped with tempered glass front window.

- Equipped with sunshield.
- Equipped with surge suppressors on all underground conductors. Furnish video surge suppressors specifically for coaxial video transmission lines.
- Include mounting hardware to match mounting bracket.

C. Mounting Bracket

Provide the camera mounting bracket to be a horizontal arm that attaches to a vertical pole, which meets the following requirements:

- Maximum supported weight: 40 lbs.
- Mounted on a vertical pole.
- Attachment to pole: a minimum of two (2) stainless steel bands, approximately five (5) inches apart.
- Pan adjustment: unlimited (360 degrees).
- Tilt adjustment: +/- 75 degrees.
- All aluminum with polyester powdercoat finish.

D. Cables

Provide a composite cable carrying power and video between the camera housing and the equipment cabinet. Size the power and video conductors to correspond to the load and the distance. Furnish cable recommended by the manufacturer for underground conduit installation. Furnish crimp-on type connectors. Terminate the video conductors in the equipment cabinet on surge protectors like those in the camera housing.

17.3. Construction Methods

Mount the ALPRs to metal poles in accordance with the manufacturer's recommendations using stainless steel banding, conforming to Section 1743 of the Standard Specifications and Standard Drawings.

Ensure that the camera is aimed to provide optimum coverage. Adjust the camera's position as necessary until the Department agrees that the position is optimal from the point of view of the users. Adjust the light threshold for the color/monochrome video switch as necessary until the Department agrees that the threshold is optimal from the point of view of the users.

17.4. MEASUREMENT AND PAYMENT

Snapshot overview camera assembly will be measured and paid as the actual number of snapshot overview camera assemblies furnished, installed and accepted. No separate measurement will be made for the IR illuminators, cabling, connectors, attachment assemblies, condulets, grounding equipment, surge protectors, or any other equipment required to install the snapshot overview camera assembly as these will be considered incidental to furnishing and installing the snapshot overview camera assembly. Snapshot overview camera poles will be measured and paid for elsewhere in these Project Special Provisions.

Payment will be made under:

Pay Item	Pay Unit
Snapshot Overview Camera Assembly	Each

18. DYNAMIC MESSAGE SIGNS

18.1. Description

Furnish and install two (2) 26.4mm DMS that are 2'-7" H x 13'-3" L at the locations shown on the plans.

18.2. Material

Furnish DMSs that are UL-listed and have a minimum character height of 10 inches and a maximum character height of 15 inches. The DMS must meet the following requirements:

- Full color-single faced display
- Two lines
- Up to a minimum of 16 characters per line
- Includes Control Software
- Operating Temperature of -40°F to 120°F
- Cabling

18.3. Construction Methods

Install the DMS at the locations on the plans with a minimum height of 7 feet from the bottom of the DMS to the highest point of the travel lane. It is the contractor's responsibility to verify the DMS S-dimensions and determine the post lengths.

Provide electrical equipment described in this specification that conforms to the standards of NEMA, UL, or Electronic Industries Association (EIA), wherever applicable. Provide connections between controllers and electric utilities that conform to NEC standards. Express wire sizes according to the American Wire Gauge (AWG).

Provide stainless steel screws, nuts, and locking washers in all external locations. Do not use self-tapping screws unless specifically approved by the Engineer. Use parts made of corrosion-resistant materials, such as plastic, stainless steel, brass, or aluminum. Use construction materials that resist fungus growth and moisture deterioration. Separate dissimilar metals by an inert dielectric material.

Inductive loops installed in the roadway at the DMS locations trigger the DMS system to turn on and off the sign in relation to the commercial vehicles' location in route to the weigh station.

The DMS message will notify the commercial vehicle to "Bypass" (displayed in green text) or "Exit To" (displayed in red text) the weigh station based on the screening criteria.

Loop 3 activates DMS 1. Loop 4 activates DMS 2 and turns off DMS 1. Loop 5 turns off DMS 2.

Install the DMS according to the manufacturer's recommendations using galvanized steel poles and hardware in concrete foundations.

18.4. MEASUREMENT AND PAYMENT

DMS will be measured and paid as the actual number of DMS furnished, installed, and accepted.

Each DMS consists of a LED Dynamic Message Sign, communications equipment, strapping hardware, controller, UPS, conduit, fittings, couplings, sweeps, conduit bodies, wire, feeder conductors and communications cable between the controller cabinet and the DMS enclosure, DMS operator control panel in the scale house, connectors, circuit protection equipment, photo-electric sensors, tools, materials, all related testing, cost of labor, cost of transportation, incidentals, and all other equipment necessary to furnish and install the DMS system.

Foundation and sign supports are paid for under the Signing Plan.

Payment will be made under:

Pay Item	**Pay Unit**
DMS	Each

19. COMMUNICATIONS HARDWARE

4.1.DESCRIPTION

Furnish and install all equipment described below for a fully functional 100 megabit Ethernet network for communication to the weigh station.

(C) Managed Ethernet Switch

Furnish and install managed Ethernet switch in the scale house. Ensure that the managed Ethernet switch provides wire-speed, Ethernet connectivity at transmission rates of 100 megabits per second to/from each device on the switch to the core switch.

(D) Ethernet Edge Switch

Furnish and install a hardened, field Ethernet edge switch (hereafter "edge switch") for field devices. Ensure that the edge switch provides wire-speed, Ethernet connectivity at each device location to the managed Ethernet switch.

19.1. MATERIALS

(A) General

Ensure that the edge switches are fully compatible and interoperable with the Ethernet network interface and that the Ethernet switches support half and full duplex Ethernet communications.

Furnish edge switches 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 switches have 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.

Provide all SMFO jumpers required to connect the managed Ethernet switches and proposed edge switches with the connector panels of fiber-optic splice centers. Provide SMFO jumpers with factory-assembled. Provide SMFO jumpers that are a minimum of 3 feet in length for edge switches inside equipment cabinets. Ensure SMFO jumpers meet the operating characteristics of the SMFO cable with which it is to be coupled.

(B) Managed Ethernet Switch

(1) Standards

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

- IEEE 802.1D Spanning Tree Protocol (STP),
- IEEE 802.1P Quality of Service (QoS),
- IEEE 802.1Q Virtual Local Area Networks (VLAN Tagging),
- IEEE 802.1Q-2005 Multiple Spanning Tree Protocol (MSTP),
- IEEE 802.1X Port-Based Network Access Control,
- IEEE 802.1W Rapid Spanning Tree Protocol (RSTP),
- IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX,
- IEEE 802.3X Flow Control,
- IEEE 802.3ad Link Aggregation,
- RFC 821 – Simple Mail Transfer Protocol,

- RFC 854 – Telnet Protocol Specification,
- RFC 1112 – IGMP v1,
- RFC 2131 – Dynamic Host Configuration Protocol for IPv4,
- RFC 2236 – IGMP v2,
- RFC 3315 – Dynamic Host Configuration Protocol for IPv6 (DCHCPv6),
- RFC 3376 – IGMP v3,
- RFC 2362 – Protocol Independent Multicast Sparse Mode (PIM-SM),
- RFC 3973 – Protocol Independent Multicast Dense Mode (PIM-DM),
- RFC 2328 – Open Shortest Path First (OSPF) v2,
- RFC 2338 – Virtual Router Redundancy Protocol (VRRP),
- RFC 2570:2575 – SNMP v3,
- RFC 2030 – Simple Network Time Protocol (SNTP), and
- RFC 2267 – Denial of Service (DoS).

Ensure that the managed Ethernet 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.

(1) Functional

Ensure that the managed Ethernet 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,
- Support port-based VLAN and support VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and have a minimum 4-kilobit VLAN address table,
- 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 of the Internet Group Management Protocol (IGMP),
- Support of remote and local setup and management via telnet, Secure Shell (SSHv2), 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-I) of the Ethernet agent, and
- Support of the TFTP and SNTP. Ensure that the managed Ethernet switches support port mirroring for troubleshooting purposes when combined with a network analyzer.

(2) Physical Features

Mounting: Provide a 19" rack mount managed Ethernet switch that does not exceed a height of two RU.

Optical Ports: Ensure that all single mode fiber-optic link ports operate at 1310 or 1550 nanometers in single mode. Provide fully functional ports with Type LC connectors and the optics for the optical ports as specified in the Plans or by the Engineer. Do not use mechanical transfer registered jack (MTRJ) or ST type connectors. Ensure that each optical port consists of a pair of fibers: one fiber will transmit (TX) data and the other fiber will receive (RX) data.

Provide fully functional single mode fiber-optic 10/100/1000 Mbps ports with optical transceivers installed in the proposed managed Ethernet switch. Each optical transceiver shall consist of fiber pairs; one fiber will transmit (TX) data and one fiber will receive (RX) data. Provide 18 single mode fiber-optic 100 Mbps ports in the proposed managed Ethernet switch.

Copper Ports: Provide 10/100/1000 Base TX ports. Provide Type RJ-45 copper ports and that auto-negotiate speed (i.e., 10/100/100 Base) and duplex (i.e., full or half). Ensure that all 10/100 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.

Ensure that the managed Ethernet switch (10/100/1000 Mbps ports) supports jumbo frames and full Layer 3 routing. Ensure that the switch includes support for dynamic unicast routing protocols such as RIPv1/v2 and OSPF, and support for multicast routing protocols, including PIM-SM, PIM-DM, and DVMRP.

Port Security: Ensure that the managed Ethernet switch supports/complies with the following minimum requirements:

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

Network Capabilities: Provide managed Ethernet switch that supports/complies with the following minimum requirements:

- Have a non-blocking architecture,
- Route and switch unicast and multicast traffic simultaneously at wire speed,
- Support port mirroring and monitoring to aid in troubleshooting,
- Support QoS queue management using weighted round robin (WRR) and strict priority (SP),
- Support 10/100 BaseTX ports (RJ-45),
- Provide support for the following RMON–I groups, at a minimum,
    - Part 1: Statistics
    - Part 2: History
    - Part 3: Alarm
    - Part 9: Event
- Capable of mirroring any port to any other port within the switch,

- Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports,
- Telnet/CLI,
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL), and
- Be managed through console (RS-232), telnet, and Web interface, and
- Supports download and upload of images and configurations via TFTP.
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.
- Support port mirroring and monitoring to aid in troubleshooting,

Network Security: Provide managed Ethernet switches that support/comply 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 managed Ethernet switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network,
- Support of remote monitoring (RMON) of the Ethernet agent, and
- Support of the TFTP and SNTP. Ensure that the managed Ethernet switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

(3) Electrical Specifications

Ensure that the managed Ethernet switch operates on 115 VAC. Ensure that the maximum power consumption does not exceed 350 watts.

Ensure that the managed Ethernet switch has diagnostic light emitting diodes (LEDs), including link, port activity, duplex mode, speed (for Category 5e ports only), and power LEDs.

(4) Management Capabilities

Ensure that the managed Ethernet switch includes management capabilities, as defined in the following:

- Incorporate an internal temperature sensor capable of sending system log and/or SNMP traps should the switch exceed a specified warning level,
- Support automatic powering off should the temperature exceed a specified level to prevent damage to the switch,
- Support port mirroring and monitoring to aid in troubleshooting,
- Be capable of utilizing the following standard protocols:
  - Support VLAN (IEEE 802.1Q),
  - Support Multiple Spanning Tree Protocol (IEEE 802.1Q-2005)
  - Support Rapid Spanning Tree Protocol (IEEE 802.1W),
  - Support IGMP Versions 1 and 2 (RFC 1112 and 2236),
  - Support RIP Versions 1 and 2 (RFC 1058 and 1723),
  - Support OSPF Version 2 (RFC 1583 and 2328),
  - Support PIM (SM & DM),
  - Support IGMP Version 1 and 2 (RFC 1112 and 2236),
  - Support DVMRP,
  - Support VRRP (RFC 2338),

- Support ToS/DSCP mapping to priority queue,
- Support QoS queue management using weighted round robin (WRR) and strict priority (SP),
- Support 10/100 BaseTX ports (RJ-45),
- Support Flow Control (IEEE 802.3x),
- Support Gigabit Ethernet (IEEE 802.3z),
- Support SNMP Version 1 and 3,
- Support 4 groups of RMON-I (Groups 1-3, 9),
- Be managed through console (RS-232), telnet, and Web interface, and
- Supports download and upload of images and configurations via TFTP.

Ensure that the managed Ethernet switch fully supports all Layer 2 and Layer 3 management features related to multicast data transmission and routing, including, 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.
- A multicast forwarding database that supports a minimum of 2048 entries in hardware.
- 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.
- Support of Traffic Class Expediting and Dynamic Multicast Filtering.
- Support of, at a minimum, Version 2 of the Internet Group Management Protocol (IGMP).
- Support of remote and local setup and management via telnet, Secure Shell (SSHv2), or secure Web-based GUI and command line interfaces.
- Support of the SNMP protocol.
- Port security through controlling access by the users. Ensure that the Ethernet core switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network.
- Support of the TFTP-and the SNTP. Ensure that the Ethernet core switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

(5) Environmental Specifications

Provide managed Ethernet switches that adhere to the following environmental constraints if located within a climate-controlled environment:

- Operating temperature range: -40°F to 130°F,
- Storage temperature range: -40°F to 185°F, and
- Operating relative humidity range: 5% to 90%, non-condensing.

(C) Ethernet Edge Switch

(1) Standards

Ensure that the edge switches comply 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 802.1P standard for Quality of Service (QoS),
- IEEE 802.1Q standard for port-based virtual local area networks (VLANs),
- IEEE 802.1Q-2005 standard for MAC bridges used with the Multiple Spanning Tree Protocol,
- IEEE 802.1w standard for MAC bridges used with the Rapid Spanning Tree Protocol (RSTP),
- 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
- RFC 783 – TFTP
- RFC 854 – Telnet Protocol Specification,
- RFC 1112 – IGMP v1,
- RFC 1541 – Dynamic Host Configuration Protocol for IPv4,
- RFC 2030 – SNTP
- RFC 2068 – HTTP
- RFC 2236 – IGMP v2,
- RFC 2865 – RADIUS
- RFC 3414 – SNMPv3-USM
- RFC 3415 – SNMPv3-VACM.

Ensure that the edge switches have 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.

(4) Functional

Ensure that the edge switches support all Layer 2 management features and certain Layer 3 features related to multicast data transmission. 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, 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 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 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 the TFTP and SNTP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

(5) Physical Features

Mounting: Provide shelf mount edge switches. Optionally, if cabinet space dictates provide mounting kit to attach the edge switch to a vertical rack rail or a DIN rail in the cabinet. If the Contractor elects to use DIN rail mounting supply the DIN rail with the edge switch.

Ports: Provide 10/100 Mbps auto-negotiating ports (RJ-45) copper 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 fully-functional ports with Type LC connectors and the optics for the optical ports. Do not use mechanical transfer registered jack (MTRJ) or ST type connectors.

Provide edge switches having a minimum of two optical 100 Base FX ports capable of transmitting data at 100 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.

Provide 10/100 Mbps optical ports that consist of fiber pairs, one fiber will transmit (TX) data and one fiber will receive (RX) data. Provide optical ports that meet the following minimum requirements:

- Optical receiver sensitivity: -32 dBm,
- Optical transmitter power: -15.5 dBm,
- Typical transmission distance: 20 km, and
- Operating wavelength: 1310 nm.

Copper Ports: Provide edge switches that include a minimum of six copper ports. Provide Type RJ-45 copper ports and that auto-negotiate speed (i.e., 10/100 Base) and duplex (i.e., full or half). Ensure that all 10/100 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 switches support/comply with the following (remotely) minimum requirements:

- Ability to configure static MAC addresses,
- Ability to disable automatic address learning per ports, known 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 reset manually the port before communications are allowed.

Network Capabilities: Provide edge switches that support/comply with the following minimum requirements:

- Provide full implementation of IGMPv2 snooping (RFC 2236),
- Provide full implementation of SNMPv1, SNMPv2c, and/or SNMPv3,
- 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,
- Telnet/CLI,
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL), and
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.

Network Security: Provide edge switches that support/comply 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) 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.

(6) Electrical Specifications

Ensure that the edge switches operate and power is supplied with 115 current VAC. Ensure that the edge switches have 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 switches have diagnostic light emitting diodes (LEDs), including link, TX, RX, speed (for Category 5e ports only), and power LEDs.

(7) Environmental Specifications

Provide Ethernet edge switches that adhere to the following environmental constraints as defined in the environmental requirements section of the NEMA TS 2 standard if located within a climate-controlled environment:

- Operating temperature range: -30°F to 165°F,
- Storage temperature range: 14°F to 158°F, and
- Operating relative humidity range: 10% to 90%, non-condensing.

Verify that the edge switch manufacturer certifies their device has successfully completed environmental testing as defined in the environmental requirements section of the NEMA TS 2 standard. Verify that vibration and shock resistance meet the 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 switches shall meet or exceed the following environmental standards:

- IEEE 1613 (electric utility substations),
- IEC 6185003 (electric utility substations),
- IEEE 61800-3 (variable speed drive systems), and
- IEC 61000-6-2 (generic industrial).

19.2. CONSTRUCTION METHODS

(A) General

Ensure that all communications hardware is UL listed.

Verify that network/field/data patch cords meet all ANSI/EIA/TIA requirements for Category 5e four-pair unshielded twisted pair cabling with stranded conductors and RJ-45 connectors.

Receive approval for the System Design Report described in these Project Special Provisions before submitting product submittal data, purchasing, installing and configuring the computer and communications hardware at each facility.

Ensure that all project IP addresses are assigned as defined in the System Design Report. Ensure the as-built documentation includes the identification of all IP addresses and VLANs, and associated hardware devices and device locations. Configure the Ethernet network so the WIM equipment and CCTV cameras are in separate VLANs.

The Engineer will designate who their network administrator is for the LAN. Upon project completion, ensure that the network administrator will be able to manage remotely the Ethernet switches for switch configuration, performance monitoring, and troubleshooting.

(B) Managed Ethernet Switches

(1) General

Ensure that the managed Ethernet switch includes Layer 2+ capability providing architecture standardization, open connectivity (i.e., interoperability), bandwidth management, rate limiting, security filtering, and general integration management of an advanced Ethernet switching architecture.

Ensure that all project IP addresses and VLAN IDs are assigned as defined in the System Design Report. Ensure that at a minimum, the switch configuration includes the following features: SNMP, SNTP, Port Security, all required VLANs, Unicast Routing protocols, and Multicast Routing protocols. Ensure unused switch ports are disabled.

Ensure that the managed Ethernet switch is fully accessible by technicians without blocking access to other equipment. Verify that fiber-optic jumpers consist of a length of cable that is connectorized on both ends, primarily used for interconnecting termination or patching facilities and/or equipment. Use fiber-optic jumpers that are factory assembled and connectorized and are certified by the fiber-optic jumpers' manufacturer to meet the relevant performance standards required below. Verify that network/field/data jumper cables meet all ANSI/EIA/TIA requirements for Category 5e 4-pair unshielded twisted pair cabling with stranded conductors and RJ45 connectors.

(2) Managed Ethernet Switch

Mount and secure the managed Ethernet switch inside a communications rack scale house. Connect the managed Ethernet switch to the server. In addition, connect this managed Ethernet switch to the workstations and printer.

(3) Ethernet Edge Switch

Ensure that all project IP addresses and VLAN IDs are assigned as defined in the System Design Report. Ensure that at a minimum, the switch configuration includes the following features: SNMP, SNTP, Port Security, all required VLANs. Ensure unused switch ports are disabled.

Mount the edge switch inside each field cabinet by securely fastening the edge switch to the vertical rail of the equipment rack or to a shelf 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. Use fiber-optic jumpers that are factory assembled and connectorized and are certified by the fiber-optic jumpers' manufacturer to meet the relevant performance standards required below. Verify that network/field/data jumper cables meet all ANSI/EIA/TIA requirements for Category 5e 4-pair unshielded twisted pair cabling with stranded conductors and RJ45 connectors.

19.3. MEASUREMENT AND PAYMENT

The Ethernet switches include all appropriate ports, cabling, grounding, redundancies, labeling, and any integration between the switches and the communications network as necessary to make a fully working installation. All power supplies, power cords, adapters, mounting hardware, DIN rail mounting brackets, DIN rails, connectors, serial cables, signs, decals, disconnect switches, installation materials, and configuration software necessary to complete this work, will be included and will be incidental.

Managed Ethernet switch will be measured and paid as the actual number of managed Ethernet switches furnished, installed, and accepted. No separate measurement will be made for fiber-optic port modules, GBICs, and Ethernet ports, as they will be considered incidental to furnishing and installing the managed Ethernet switch.

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 SMFO jumpers, communication cables, Ethernet patch cables, electrical cables, mounting hardware, nuts, bolts, brackets, connectors, grounding equipment, or surge suppression, as these will be considered incidental to the pay items listed above.

Payment will be made under:

Pay Item	Pay Unit
Managed Ethernet Switch	Each
Ethernet Edge Switch	Each

20. COMPUTER HARDWARE AND PERIPHERALS

20.1. DESCRIPTION

Install all materials with the most recently developed and approved product versions that meet or exceed all applicable standards, specifications, and requirements before the system is considered for acceptance. Ensure that all equipment features, functions, and performance measures are met.

The Engineer will provide the Contractor all workstations, servers and printer described in the section. Assemble and install new products obtained from the Engineer. **If the Contractor's system requires additional servers, the Contractor shall notify Engineer so the NCSHP can obtain the additional servers.** Provide commercial off-the-shelf materials, equipment, and components.

Install one server, one printer, and one computer workstation in the scale house. Ensure that all workstation and servers can access the LAN and can be used to monitor, interact, and control all weigh station operations.

(A) Server

Install **a** server in the scale house as described in the Plans and these Project Special Provisions. Furnish and install one application server for the weigh station operations. Connect the servers to the managed Ethernet switch.

(B) Computer Workstation

Install a computer workstation consisting of a CPU, monitor(s), keyboard, and mouse in the scale house scale room.

(C) Printer

Install one laser printer in the scale house scale room.

(D) UPS

Furnish and install rack-mounted uninterruptible power supply (UPS) units as described in this Project Special Provision for the equipment cabinets, managed Ethernet switches, and servers in the scale house. The UPS shall also include any ancillary equipment or incidental items, such as required mounting hardware and cabling. Furnish and install monitoring software to provide email alerts.

Furnish all materials with the most recently developed and approved product versions that meet or exceed all applicable standards, specifications, and requirements before the system is considered for acceptance.

For the UPS located in the scale house, size the UPS units to provide at least 20 minutes of UPS power. For the equipment cabinets, size the UPS units to provide at least four hours of UPS power. Provide the UPS a 25% reserve of receptacles. Provide load calculations for each configuration of equipment connecting to a UPS.

20.2. Materials

All materials described in this subsection will be furnished by the Engineer off the State contract. Contact the Engineer a minimum of **120 days in advance of the anticipated installation date** to get the most current computer hardware available. If the computer equipment does not meet the Contractor's requirements to support the software, then the Contractor shall add the appropriate components to do so.

(A) Servers

The server shall integrate the workstations and allow video and data accessibility and exchange between various systems.

(B) Computer Workstation

The computer workstation will operate the central control software over an Ethernet network in the scale house. The computer will be provided with one monitor.

(C) UPS

Provide UPS units that produce uninterruptible power and power conditioning for the WIM equipment, managed Ethernet switch, and video monitor in the scale house.

Each UPS shall provide adequate capacity to run its respective workstation, roadside computer and associated equipment without commercial power for twenty minutes. Provide load calculations for each configuration of equipment connecting to a UPS.

1) **Standards**

Ensure that the UPS units comply with the following standards:

- ANSI
- ASTM
- CSA and
- UL.

2) Functional

Each UPS shall provide adequate capacity to run its respective equipment without commercial power for 20 minutes. Size the UPS units for the proposed loads. Provide load calculations for each configuration of equipment connecting to a UPS assuming a run time of 20 minutes.

Ensure that the UPS and its remote monitoring software perform the following functions:

- Remote environmental monitoring of temperature and humidity,
- Data logging,
- Event logging,
- Fault notification,
- Hibernation,
- Radius authentication,
- Protocols: HTTP, HTTPS, IPv4, IPv6, SMTP (v1-v3), Telnet, SSH v2, SSL,
- Manage all network UPS units,
- Operating system shutdown,
- Load shedding to turn off selected devices or groups of devices,
- Outlet control to turn off, reboot, or shutdown outlets,
- Power event summary,
- Recommended actions,
- Risk assessment summary,
- Run command file, and
- System event log integration.

3) Physical Features

Supply each UPS unit described above with 25 percent spare outlets. Ensure that the UPS meets the following material requirements:

- Rack-mounted and floor mounted as listed below in these Project Special Provisions.
- Sealed AGM type, maintenance free batteries,
- Minimum of nine NEMA 5-15R and two NEMA 5-20R outlets,
- NEMA L5-30P input plug,
- Ethernet network management card using 10/100 Base TX communications,
- USB interface port,
- Remote environmental monitoring of temperature and humidity with telnet management,
- Status lights: power on, power source and overload,
- Alarms: audible and remote notification,
- Manual power on/off switch, and
- Supply UPS unit with multi-pole noise filtering. Supply UPS with a terminal for connecting the UPS to a surge protection device.

4) Environmental Specifications

Verify that the UPS meets all specifications and is capable of performing all of its functions during and after being subjected to:

- Operating temperature: 0° F to 104° F,
- Operating relative humidity: 95%,
- Storage temperature: 5° F to 113° F, and
- Storage relative humidity: 95%.

20.3. CONSTRUCTION REQUIREMENTS

(A) General

Integrate all servers, workstations, and printers on the LAN so all applications will be fully functional. Install the operating system, software, and antivirus software to the NCSHP IS standards.

Furnish all tools, equipment, materials, supplies, manufactured hardware, and perform all operations and equipment integration necessary to provide a complete, operational network. All cabling shall be:

- Neatly tagged with permanent labels at both ends of every cable,
- Secured with wire ties and cable management hardware in the communications racks, and
- Grounded to rack grounding hardware.

Ensure that all project IP addresses are assigned as defined in the System Design Report. Ensure the as-built documentation includes the identification of all IP addresses and VLANs, and associated hardware devices and device locations.

(B) Server

Install the server in the scale house. Install the software packages described in these Project Special Provisions.

Install all software necessary to support the central control software and to meet all of the data communications requirements described in these Project Special Provisions.

Connect the servers to the managed Ethernet switch. Furnish and install Ethernet patch cords between the Ethernet patch panel and the managed Ethernet switch in the scale house. Plug power supplies into outlets on separate circuits.

(C) Computer Workstation

Install the computer workstation in the scale house. Connect the workstation to the LAN by furnishing and installing Ethernet patch cords between the Ethernet patch panel and the managed Ethernet switch in the scale house. Perform the following operational tests for each computer component in accordance with the test plans. After the equipment has been installed, perform the following:

- Connect all components (monitors, mice, keyboards, existing printers, network cables, power supplies),
- Install all software required in these Project Special Provisions,
- Configure network communications,
- Map network drives and existing printers,
- Run diagnostic utilities on the hardware, and
- Print test pages for each workstation on each existing printer to verify printer configuration.

(D) Printer

Install a laser printer in the scale house scale as directed by the Engineer. Connect the printer to the Ethernet network, setup the workstations on the network to use the printer and print a test page from each printer.

(E) UPS

Install UPS units with the following equipment connected to them:

- Roadside cabinets housing roadside computers
- Workstations
- Servers
- WIM electronics equipment in scale room

Place the power supply of the managed Ethernet switch on the UPS unit. Allocate the load of the equipment to balance the load while using 120 VAC.

Connect each UPS unit to a power outlet. Connect the UPS monitoring port to the managed Ethernet switch.

Install the UPS monitoring software on the weigh station LAN workstations to remotely monitor the UPS. Run the UPS diagnostics. Configure the remote monitoring to send email alerts.

Plug the power strip mounted on the respective rack frame into the UPS. Plug all communications hardware into the UPS or the power strip.

20.4. MEASUREMENT AND PAYMENT

Server will be measured and paid as the actual number of servers installed and accepted.

Computer workstation will be measured and paid as the actual number of computer workstations with monitor(s), keyboard, UPS, mouse, operating system, and software installed and accepted.

Printer will be measured and paid as the actual number of printers installed and accepted

No separate measurement will be made for Ethernet patch cords, coaxial cables, communication cables, electrical cables, mounting hardware, nuts, bolts, brackets, connectors, risers, grounding equipment, or surge suppression, as these will be considered incidental to the pay items for servers, and workstation computers.

No separate measurement and payments for any additional equipment or components not provided by the Engineer will be considered incidental to the pay items for installing servers and workstation computers.

Payment will be made under:

Pay Item	**Pay Unit**
Server (Install)	Each
Computer Workstation (Install)	Each
Printer (Install)	Each
UPS	Each

21. CENTRAL CONTROL SOFTWARE

21.1. DESCRIPTION

A. General

Furnish and install central control software in accordance with the Plans and these Project Special Provisions. The system will operate automatically and continuously, without the need for human intervention, weighing and screening trucks, controlling the DMSs, controlling the lane control sign, and making that data available electronically to the operators. Furnish and install an integrated software package under this Contract, which provides, at a minimum, the functionality described in these Project Special Provisions.

Furnish and install software that distinguishes potential weight violators from the real-time traffic stream based on automatic weight measurements that exceed the established thresholds.

Capture WIM data, ALPR data, and transponder data for each commercial vehicle in the right lane of I-85 southbound as shown in the Plans approaching the weigh station. Furnish and install software that distinguishes high safety risk motor carriers and vehicles from the real-time traffic stream based on an automatic screening algorithm that indicates the presence of safety risks, credentials, or other criteria described in these Project Special Provisions.

The System is required to integrate with the existing (relocated) Transponder Reader. Configure the software to ensure that vehicles equipped with a transponder reader do not receive conflicting messages for reporting to the scale house with reporting messages displayed on the DMSs.

The specific major functions fulfilled by the baseline roadside operations software are:

- Record all vehicle characteristics in a database,
- Produce reports of recorded vehicle characteristics,
- Screen vehicles for credential violations,
- Screen vehicles for safety violations,
- Screen vehicles using operator defined hot lists,
- Allow duly authorized operators to adjust screening criteria, and
- Allow the operator to view vehicle screening results and snap-shot information.

The software must maintain a configurable number of months, minimum of 3 months, maximum of 12 months, of historical vehicle data for analysis and reporting. Purge this data from the system on a weekly basis (i.e., once per week the software will examine all of the vehicle records to determine which are older than the specified expiry period and delete them from the database). The day and time at which this purging takes place shall be configurable by a system administrator. Set the purging to occur normally during Saturday or Sunday or during some other time when the weigh station is not busy.

Furnish the roadside operations system to produce printed reports detailing vehicle activity at the weigh station. This function is known as vehicle reporting.

Furnish the roadside operations system to provide an interface to the state CVIEW system to update the local credential and safety database. This function is known as the CVIEW interface.

Furnish the roadside operations system maintain a vehicle record for each vehicle entered into the system.

Conform to the NC Statewide Information Technology Standards and Policies as described at http://it.nc.gov

B. Screening Criteria

1. Operation Overview

Integrate the ALPR, with the existing CVIEW, SAFER, FuelTaCS, PRISM and NCIC programs currently in use by the NCSHP for commercial vehicle data screening and enforcement.

Provide the following major features:

- Snapshot screening database containing a local copy of NCIC, FuelTaCS, PRISM, CVIEW and SAFER data.
- Credential processing and screening software algorithms that include automated ALPR screening with PRISM status of the carrier and vehicle to determine if a Federal out-of-service order has been issued against the carrier or if the vehicle has been targeted; automated screening to retrieve the carrier safety information from the screening database, automated screening to check the FuelTaCS database of carriers who have delinquent fines; and automated screening to check the NCIC database of vehicles which have been reported stolen.
- Automatically alert system users through audible and visual alarms of real-time CMV violators passing the System through user defined thresholds and the screening databases described herein.
- Windows-based graphical user interface (GUI) for accessing the snapshots and credential screening components. Furnish a user friendly system with one GUI for accessing each screening component.

The specific major functions fulfilled by the baseline System software are:

- Record all vehicle characteristics in a database.
- Produce reports of recorded vehicle characteristics.
- Screen vehicles for credential violations.
- Screen vehicles for safety violations.
- Screen vehicles using operator defined hot lists.
- Allow duly authorized operators to adjust screening criteria.
- Allow the operator to view vehicle screening results along with the details about the carrier, from the screening database.

The software must maintain a configurable number of months, minimum of 3 months, maximum of 12 months, of historical vehicle data for analysis and reporting. Purge this data from the system on a weekly basis (i.e., once per week the software will examine all of the vehicle records to determine which are older than the specified expiry period and delete them from the database). Furnish software allowing purging to be configurable by day of week and time of day by a system administrator. Confirm purging schedule with the Engineer.

2. System Characteristics

a. Roadside Operations Requirements

Provide the System with the following functions:

- Vehicle screening.
- Vehicle display.
- Vehicle reporting.
- CVIEW interface.

The System must have the ability to keep the screening database up-to-date by regularly downloading the appropriate data (CVIEW, SAFER, FuelTaCS, NCIC, PRISM, etc.) from the associated system over a secured connection.

The System must produce printed reports detailing vehicle activity.

The System must maintain a vehicle record for each commercial vehicle passing the system.

Furnish the System vehicle record containing the following information about each commercial vehicle:

- Unique vehicle identifier
- Vehicle number
- Time and date stamp
- ALPR data
- Axle counts
- Vehicle classification
- Overall vehicle weight
- Maximum gross vehicle weight
- Vehicle length
- Error code
- Vehicle speed
- Axle record type
- ESAL value
- Screening decision
- Transponder ID from DSRC transponder
- Vehicle identification number from DSRC transponder
- Carrier ID from DSRC transponder
- Carrier ID (USDOT number) from CVIEW data
- Axle weights and
- Axle spacing

Interface the System to the CVIEW and FuelTaCS databases for receiving commercial vehicle data over a secured connection, as described below.

b. Screening Requirements

Automatically screen the PRISM status of the CMV carrier and vehicle to determine if a Federal out-of-service order has been issued against the carrier or if the vehicle has been targeted.

Automatically screen and retrieve the carrier safety information from the screening database and provide an alert when the Gross Vehicle Weight exceeds the registered license weight.

Automatically screen against North Carolina's FuelTaCS database of carriers who have delinquent fines.

Automatically screen the NCIC database of vehicles which have been reported stolen.

Uniquely display each vehicle record including all associated roadside sensor data.

Maintain an operator-defined hot list of carriers regardless of their weight or safety credential status.

Include a carrier hot list with an active date range for each entry defining the period in which the entry is valid.

Include the following information on the carrier hot list:

- Carrier ID.
- License Plate data.
- USDOT numbers.
- Comments – the user can enter what action to take or any other information that would be useful.
- Start date – when the hot list status starts.
- End date – when the hot list status ends.
- Jurisdiction – identifies registering jurisdiction.

Maintain an operator-defined hot list of vehicles regardless of their weight or safety credential status.

Program the System to maintain a local database of carrier snapshot data received from CVIEW, PRISM, and the FuelTaCS systems.

Program the System to permit the operator to override each specific credential/safety screening check on a carrier by carrier basis. Any credential or safety item that is overridden is not checked as part of the screening process for the designated carrier.

c. Display Requirements

Program the System to provide a Screening Results Display snapshot screen that permits the operator to do the following:

- View the ALPR system data.
- View the credentials and safety scores that were used in screening a particular vehicle.
- Display which credentials and safety scores failed.
- Display which credentials and safety scores a vehicle is currently failing (if the operator requested updated snapshot data from CVIEW, the screening results may no longer be accurate).
- Search all system components by date, time and vehicle record and allow user-defined alarm notifications to be configured to meet multiple threshold levels.
- Specify which credentials and safety items to use to screen vehicles.
- Enable or disable each individual screening criteria.
- Enter a minimum/maximum allowable value to be used for each safety item while screening vehicles.

- Save a default configuration of screening criteria to be recalled at some point in the future.
- Quickly and easily return all credential and safety score screening criteria to their default values.
- Permit the operator to retrieve current vehicle and carrier snapshot data from the screening database, and store it in the local screening results database.
- View snapshot data retrieved from CVIEW for any requested vehicle or carrier.
- Restrict access to system functions with a user identification and password scheme. The adjustment of screening criteria in particular must be restricted to only personnel with the required privileges.
- Produce reports on vehicle data.
- Permit the operator to view all historical, vehicle data for any vehicle that has passed the System in the last three months.
- Edit each of the hot lists.

d. Reporting Requirements

Program the System to produce the following reports:

- CLASS BY HOUR: showing the count of vehicles in each class for each hour of the day
- CLASS BY DAY: showing the count of vehicles in each class for each day of the week
- SPEED BY CLASS: showing the count of vehicles in each speed range for each class of vehicle
- SPEED BY HOUR: showing the count of vehicles in each speed range for each hour of the day
- FRONT AXLES: showing the count of all front axles recorded within different weight ranges for each vehicle class
- SINGLE AXLES: showing the count of all single axles recorded within different weight ranges for each vehicle class
- TANDEM AXLES: showing the count of all tandem axles recorded within different weight ranges for each vehicle class
- TRIDEM AXLES: showing the count of all tridem axles recorded within different weight ranges for each vehicle class
- QUADREM AXLES: showing the count of all quadrem axles recorded within different weight ranges for each vehicle class
- GROSS VEHICLE WEIGHT: showing the count of vehicles in each Gross Vehicle Weight range for each vehicle class. Display the total GVW in a separate column
- ERRORS: showing the hourly count of vehicle display errors reported by the system
- TOTAL ESAL: showing the hourly summary of Equivalent Single Axle Loads for each vehicle class
- LANE COUNT: showing the count of vehicles in each class for each lane at the weigh station

- WEIGHT VIOLATION BY CLASS: showing for each vehicle class, the total vehicle count, the number of valid vehicles, the number of warning vehicles, the number of violating vehicles, what percentage of the total was violating, the number of single axle violations, and the number of tandem axle violations
- WEIGHT VIOLATION BY HOUR: showing for each hour of the day, the total vehicle count, the number of valid vehicles, the number of warning vehicles, the number of violating vehicles, what percentage of total was violating, the number of single axle violations, the number of tandem axle violations and the number of GVW violations
- WEIGHT VIOLATION COUNT: showing for each hour of the day and each vehicle's class, the total vehicle count, the number of valid vehicles, the number of warning vehicles, the number of violating vehicles, what percentage of total were violating, the number of single axle violations, the number of tandem axle violations and the number of GVW violations

Program the System to produce specific reports that are based on data stored in the System:

- ALPR system data
- Number of vehicles traveling down each lane
- List of a carrier's vehicles passing the System during a specific time period, include when the vehicle passes the weigh station.

e. Credential Enforcement Screening Requirements

The System must screen data from the CVIEW, SAFER, FuelTaCS, PRISM, and/or the NCIC systems currently in use by the NCSHP for credentials, safety and oversize/overweight enforcements listed below using the field data collected by the System. Ensure that the screening tool allows an operator to enable and disable the screening tools in the setup screen and the vehicle display screen.

At a minimum, include the following Credential Enforcement Screening Requirements:

- Intra-State Credentials
- SSRS Credentials
- Exempt Credentials
- HazMat Credentials
- IRP Credentials
- IFTA Credentials
- Safety Enforcement
- Oversize/Overweight Enforcement

3. External Interface Requirements

Provide a secure connection to allow the exchange of carrier and vehicle snapshot data in XML format from the State CVIEW system to the System.

Program the System to continue normal operation while receiving and processing files from the state CVIEW system and to support the processing of data at a rate to be determined, but which may be as often as an update every 15 minutes.

Provide a secure connection to allow the exchange of data in XML format from the PRISM, FuelTaCS, and NCIC to the System.

C. Operator Interface and System Controls

Ensure the system allows operators to view and control system operations through an IP connection on their laptops or desktop computers. Using laptops or desktop computers, users will view vehicle data collected by each of the detectors and sensors in the system, the ALPR system, view and print reports, identify and respond to system alarms, and view freeze-frame images of violating vehicles. At a minimum, the user display screens will allow the users to view the following information:

a. ALPR Data

Display vehicle records for the lane collecting data in the System. Program the system to show data and images collected.

b. Vehicle Data

Program the system to show data collected by the in-road detectors.

c. Individual Vehicle Data

Program the System to display all information on a specific vehicle collected by the System. Program the System to allow operators to view snapshot photographs taken of vehicles via the overview camera.

d. Alarms

Program the system to allow operators to review alarms reported by the System and to allow operators to view snapshot photographs taken by the overview CCTV camera and the ALPR system of violating vehicles.

e. Summary Data

Program the system to allow operators to review summary data for each travel lane in the system. Have the summary data include total vehicle counts, vehicle classifications, vehicle speeds, gross vehicle weights (by category), axle weights and system violations (by type including weight, length, over-height and credentials).

D. System Reports

The software must provide the following reports:

- Targeted as Federal out-of-service
- Carrier safety information
- Delinquent fines
- Reported as stolen
- Violations
- Classification (by hour, by day of the month and by day of the week)
- Vehicle speed (by class and by hour)
- ESALs (Equivalent Single Axle Loads) by Hour
- Weight violations (by hour and by class)

- Weight violations count
- Truck count (by day of the month and by day of the week)
- Truck count by gross vehicle weight
- Vehicle speeds (by class and by hour)
- System errors (errors reported by system diagnostics
- Vehicle lengths
- ALPR records

E. Database Queries

The software must provide an operator the ability to perform data queries on any database item and combination of database items. Furnish the ability to view the results of database queries on the user's screen and to optionally print the database queries in a format acceptable to the Department.

21.2. MATERIAL

Provide reproducible copies of all software on CD-ROM. Furnish all software pre-installed on controller hardware prior to installation. Provide source code for the portions of the software that must be changed in order to change the screening criteria.

Controller hardware used to run the software described in this Project Special Provision is accounted for in other specifications in this document.

Provide mockups for all operator screens and system reports prior to generating/developing the screens and reports. Make changes to the report formats and screen views based on the Department's comments.

21.3. MEASUREMENT AND PAYMENT

Central Control Software will be paid for at the contract lump sum price. No measurement will be made for the interface with the individual components of the system, including but not limited to the WIM systems as these will be considered incidental to furnishing and installing the Central Control Software. No measurement will be made for the interface with the individual components of the system, including but not limited to the ALPR, the existing transponder reader, AVI reader, inductive loops, new and existing lane control signs, and snapshot camera systems as these will be considered incidental to furnishing and installing the Central Control Software. No measurement will be made for software updates required during the System Warranty as these will be considered incidental to furnishing the System Warranty.

Payment will be made under:

Pay Item	Pay Unit
Central Control Software	Lump Sum

22. TESTING & ACCEPTANCE

22.1. DESCRIPTION

A. General

Test all equipment, cable and software furnished and installed under this Project. Conduct all testing in the presence of the Department. The Department reserves the right to perform any inspections deemed necessary to assure that the equipment conforms to the requirements required in these Project Special Provisions.

At a minimum, test the following items:

- ALPR
- DMS
- Snapshot Overview camera equipment, including frame grabber
- Infrared Illuminators

Develop detailed test procedures and obtain Department approval before the tests are conducted. Allow 20 days for the review period. Demonstrate through the test procedures that all requirements defined in these Project Special Provisions, including but not limited to, functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, and interface requirements with other components of the System have been satisfied. During the testing, perform additional tests if the Department's representatives request such to confirm proper operation.

Compare the results of each test with the requirements specified in the Project Special Provisions and with the approved test procedures. Failure to conform to the requirements of any test will be considered as a complete failure and the equipment and software will be rejected. Make any corrections deemed necessary at no additional cost to the Department. Assume total responsibility for documenting the results of such tests and furnishing the documented test results to the Department.

The approval of test procedures and witness of such test will not relieve the Contractors of his responsibility to provide a completely acceptable and operating system that meets all requirements of these Project Special Provisions.

B. Operational Test

Conduct approved tests on all installed equipment and software. Perform these tests in the presence of the Department. The following separate tests are required:

- ALPR System (including the Snapshot Overview Camera)

Use real vehicles to test the system. Test the system in day and night conditions over a 3 hour period each in full daylight and dusk to night.

- DMS System

Use real vehicles to test the system. Test the system in day and night conditions over a 3 hour period each in full daylight and dusk to night.

C. Observation Period

After all equipment and software comprising the System has been accepted, satisfactory completion of the System acceptance test, and after training is complete, a 30-day observation period begins. The NCSHP will be responsible for operating the system during this period.

The following conditions apply to the observation period:

During the observation period, ensure the system monitors all components of the System and performs all functions described in these Project Special Provisions.

If any hardware item provided under these Project Special Provisions fails, repair the item at the Contractor's expense. If a failure occurs, the observation period would begin for the full 30-day duration.

During the observation period, have personnel responding to the problem within 24 hours after being notified of a problem by the Department. Within two days, have personnel on-site, with replacement equipment, addressing and correcting any issues with the System.

If another problem is discovered, such as erroneous computations, the observation period will be suspended until the Contractors corrects the problem at his expense. Once the problem has been eliminated, the observation period will resume. If the problem was one that affected the entire system rather than just one field device, the observation period will not resume until the system has performed properly for at least 72 hours. During this 72-hour period, demonstrate that any corrections or modifications made are valid, that the problems which restricted system operation have been corrected, and no new problems have resulted from the changes.

Total system "down time" may not exceed 30 hours during the observation period. Down time includes the time of suspension of the observation period as described in the previous paragraph. Down time is a condition caused by failure of the central equipment, system software, field equipment or communications system, which causes the system to cease normal operation. If total system "down time" exceeds 30 hours, a full duration of the observation period will begin again.

Terminate the observation period if 10% or more of the total quantity of any individual hardware item fails. Commence a full observation period for that hardware item upon the repair of a failed hardware item.

Upon successful completion of the observation period, the Department will accept the system, providing that all errors and omissions in Contractors-supplied documentation have been corrected and all other requirements of the Project Special Provisions have been met. Final acceptance will be in writing from the Department.

The 30-day observation period is not considered part of the work to be completed by the project completion date.

22.2. Measurement and Payment

There will be no direct payment for the work covered in this section as it will be considered incidental to the work required herein.

23. DOCUMENTS AND SUBMITTALS

23.1. GENERAL

The submittals listed below complement requirements stated throughout these Project Special Provisions and do not replace them.

Submit for approval catalog cuts and/or shop drawings for materials proposed for use on the project. Allow 20 days for review of each submittal. Do not fabricate or order material until receipt of Engineer's approval.

Submit 1 copies of each catalog cut and/or drawing and show for each component the material description, brand name, stock-number, size, rating, manufacturing specification and the intended use (identified by labeling all components with the corresponding contract line item number). Present the submittals neatly arranged in the same order as the contract bid items. Electronic submittals of catalog cuts and drawings may be accepted in lieu of hard copies.

One hard copy and an electronic (PDF) copy of reviewed submittals will be returned to the Engineer.

Supplement each drawing by material cut sheets and parts list. Provide parts list in the following format:

Part ID	Source	Part number	Alternate source	Alternate Part number	Description

23.2. DRAWINGS AND DOCUMENTS' CERTIFICATION

Provide plans for the equipment cabinet, mounting description, and shop drawings with documentation and calculations approved by a Professional Engineer registered in the state of North Carolina that bears his/her signature, seal, and date of acceptance (where applicable).

23.3. MECHANICAL

This set of submittals includes, but is not limited to, material specifications and parts list.

23.4. ELECTRICAL

This set of submittals includes, but is not limited to, material specifications, parts list, and wiring diagrams within the equipment cabinet and any electrical service equipment required.

23.5. ELECTRONICS

This set of submittals includes, but is not limited to, material specifications, parts list, and schematic diagrams for all electronics assemblies and sub-assemblies used in the system.

23.6. BLOCK DIAGRAMS AND USER MANUALS

Provide block diagrams with the material submittals along with user and Instruction Manuals prior to training for approval.

23.7. PROPRIETARY PARTS

Provide a list of all proprietary, non-warranty electronic component parts, along with its associated cost, at which the vendor will supply for a two year period after final project acceptance. Failure to supply this required proprietary part and price information may be grounds for rejection of the submitted item due to incomplete information. A part is considered to be a proprietary part if it is designed and manufactured exclusively for a specific application and is not commercially available for sale to the general public. In addition, any item that is sole source (e.g. available only from the vendor or from a single known manufacturer) is considered to be proprietary and should be identified along with the sole source. Identify and quote a price for parts that are no longer being manufactured and identify the item as one that is no longer manufactured.

23.8. PROTECTION OF MANUFACTURER'S PROPRIETARY INFORMATION

NCDOT will use the above documentation (schematics, drawings, software, firmware, manuals, etc.) exclusively for the following purposes: diagnosing and performing repairs on malfunctioning equipment, equipment circuit boards, and malfunctioning systems; operational test of repaired equipment, circuit boards, systems; and performing authorized upgrades to equipment, circuit boards, and software supplied under this contract. NCDOT will not use or copy devices or software for any purpose other than diagnosis, repair, and testing or to perform authorized firmware or software upgrades.

Upon notification by the manufacturer, the Department agrees not to divulge any proprietary or otherwise confidential information contained in the above required documentation. NCDOT agrees to protect and secure any proprietary documentation identified by the manufacturer as proprietary or confidential. Upon request by the manufacturer, NCDOT agrees to sign a binding non-disclosure agreement with the manufacturer or other business that is providing documentation it considers proprietary or otherwise confidential.

23.9. MEASUREMENT AND PAYMENT

No measurement will be made of this work as these will be considered incidental to the work required herein.

24. TRAINING

24.1. DESCRIPTION

Provide a one day, minimum of 6 hours training covering the operation of the equipment and software being supplied as part of this project for up to 2 sessions, 10 people per session. Enlist manufacturer's representatives or personnel approved by the Department to conduct the training course.

Include both classroom instruction and practical experience on the System operations. Provide both an introduction to the system and the theory of its operation in the training session. At a minimum, include the components of the system, central software operation, and the configuration of the central and field equipment. Provide each trainee with hands-on experience with the computer and controller system. The course should cover the operation of all software provided in this project. The course should also cover the proper operating techniques.

At least 40 days prior to commencement of each training course, submit detailed course curriculums, draft manuals and handouts, and resumes of the instructors. The Department will review and request modifications of that material as appropriate.

Conduct all courses on weekdays at times to be specified by the Department. The Department will furnish the training facility.

Provide training material generated for each course including manuals and other handouts for each attendee that serves not only as subject guidance, but as quick reference material for future use. The course must utilize, to the greatest extent possible, the documentation described in these Project Special Provisions. Use the training courses to familiarize the students with all documentation that has been provided as part of this project. Deliver all course material, in reproducible form, to the Department immediately following course completion.

Video record each training session and deliver the DVD to the Department at the conclusion of the training.

24.2. MEASUREMENT AND PAYMENT

Training will be measured and paid for at the contract lump sum price for work detailed in this section. No measurement will be made for instructors, material, and other items required for the training as these will be considered incidental.

Payment will be made under:

Pay Item	**Pay Unit**
Training	Lump Sum

25. SYSTEM WARRANTY

25.1. DESCRIPTION

A. General

Unconditionally warrant the performance of all systems and subsystems for a period of three (3) years from the successful completion of the 30-day observation period.

Provide the necessary labor, parts, materials, tools, test equipment and facilities required to address any warranty issues related to the system after it is installed.

The warranty coverage will be renewable on an annual basis for an additional five (5) years by mutual consent of both parties. Develop the cost for the renewable option through mutual agreement of both parties.

B. Scope of Warranty

Ensure the components of all systems are in good working condition and take appropriate action to remedy performance issues. Good working condition is defined under this project as equipment meeting the system specifications for acceptance, accuracy, and tolerances as defined in these Project Special Provisions.

Provide scheduled diagnosis and repair service and/or respond to repair malfunctioning equipment as outlined below:

- Complete scheduled preventative maintenance, diagnostic testing and repair (if needed) at six (6) month intervals. Preventative maintenance shall be completed in accordance with equipment manufacturer's recommendations and standard practices. Provide routine checks on all major systems, system components and ancillary equipment and take any corrective action to ensure proper long-term operation. The maintenance shall include, but not be limited to the following activities:
- Check installation of grout and sealant for loops and sensors. Repair or replace as required.
- Perform visual inspection of detector housings and repair or replace as required.
- Clean the interior and exterior of the System electronics, power supplies, controllers and communications equipment in the equipment cabinet. Repair or replace as required.
- Check condition of all System cables and connectors, terminal strips, and back-up batteries. Repair or replace as required.
- Perform visual inspection of the equipment cabinet. Repair as required.
- Test and visually inspect equipment cabinet ventilation fan and filter, thermostat, light and fused switch. Repair or replace as required.
- Test and verify control and sequence of operation of interface components.
- Test and verify all components of the System. Adjust, repair or replace as required.

- Provide one (1) session of a System operations course one (1) month prior to the end of the warranty period. The sessions should be a minimum of 5 hours in length. Include in the refresher course a hands-on demonstration of system functionality. The Department will provide facilities for the refresher course.
- Provide emergency repair services, on an as needed basis. The response time for emergency repair service shall be as follows:
    - 24 hours to acknowledge request
    - 48 hours to respond to request
    - 7 days to repair equipment and return System functionality. The repaired System shall function to the specifications defined in these Project Special Provisions for acceptance, accuracy, and tolerances. Document all activities performed under the warranty agreement, both preventative and emergency maintenance, in an electronic form that facilitates sorting the records by time period and/or device type. Submit a proposed format for this database for the Department's approval. Include, as a minimum:
    - Date and time of scheduled preventative maintenance
    - All preventative maintenance activities completed
    - All parts repaired or replaced during preventative maintenance
    - Technician completing preventative maintenance work
    - Repair history for all systems and subsystems
    - Date and time of emergency maintenance request
    - Date and time of technician on site to respond to emergency maintenance request
    - Description of defective equipment or malfunctioning operations during emergency maintenance request
    - Technician responding to emergency maintenance request
    - Corrective actions taken during emergency maintenance request
    - Date and time that operations restored after emergency maintenance request
    - Model and serial number of any equipment repaired and replaced during emergency maintenance request.

Provide both electronic and hardcopy records of the updated database within ten (10) days of each maintenance activity.

Document all itemized material, equipment, and labor costs incurred to maintain the System during the warranty period. The cost records shall differentiate between preventative and emergency maintenance costs. Provide these records to the Department on a semi-annual basis within fifteen (15) days after the end of the six-month period. These records will not be used as a basis of

payments to the Contractors. Ensure that these cost records are complete and accurate. The Department may perform an audit to verify the accuracy of the cost records.

Provide software upgrades for all new software revisions completed during the warranty period at no additional cost to the Department. Identify a cutover procedure for all software upgrades, which ensures that there is no interruption of service or failure of any operation as a result of upgrading the software. Also develop a contingency plan to re-install older versions of software, by the Contractors (at no additional cost to the Department), if any operation fails or any system degradation is encountered as a result of a software upgrade.

C. Warranty Evaluation

Two (2) months prior to the end of the warranty period, the Department will inspect the system thoroughly for potential system defects. This inspection will be done by the Department's personnel or representative. Assist the Department's personnel or representative during this inspection. Two (2) weeks prior to the inspection, provide a summary report of all preventative and emergency maintenance records. This report shall document and certify that all components have been maintained fully in accordance with the Project Special Provisions and manufacturer recommendations and that all manufacturer warranties that extend beyond the Contractor's warranty have been in no way compromised.

Following the inspection, the Department will determine if there are any unresolved defects with equipment hardware or software. The Department will provide a punch list to the Contractors for the replacement or repair of defective components or repairs to system software. Replace or repair equipment and software identified in the punch list within thirty days of receipt of the punch list. Also replace any components whose manufacturer warranty has been voided or compromised by any action/inaction on the part of the Contractors. Document all repairs or replacements completed, providing the documentation to the Department within two (2) months of receipt of the punch list.

D. Correction of Work

Re-execute any work that fails to conform to the requirements of the Contract and that appears during the process of the work. Remedy any defects due to faulty materials or workmanship which appear within the warranty period. The provisions of this article apply to work done by subcontractors as well as direct employees of the Contractors.

E. Traffic Control

Traffic control for all maintenance activities requiring lane closures will be provided by NCDOT in accordance with NCDOT standards.

25.2. MATERIALS

All replacement materials and equipment provided under the warranty shall meet or exceed the requirements as defined in the Plans and the Project Special Provisions. If during the warranty period a part or component of a system or subsystem is no longer available to the Contractors, obtain equipment which ensures that the systems and subsystems meet or exceed the specifications and functionality as defined in these Project Special Provisions.

Provide all tools, test equipment and other equipment necessary in the maintenance, repair and replacement of all components furnished under this contract during the warranty period.

25.3. CONSTRUCTION METHODS

In replacing equipment under the maintenance agreement, meet or exceed the construction requirements for each component as defined in the Plans and Project Special Provisions.

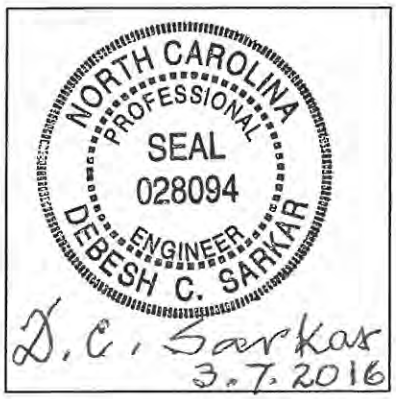
25.4. MEASUREMENT AND PAYMENT

System Warranty will be measured and paid for at the contract lump sum price for System Warranty. The System Warranty is not part of the Contract Time.

No measurement will be made for providing labor, parts, materials, shipping, vehicles, tools, test equipment, documentation and facilities as these will be considered incidental to furnishing the System Warranty.

Payment will be made under:

Pay Item	**Pay Unit**
System Warranty	Lump Sum



WBS: 33879.2.76
UPGRADE EXISTING I-85 SOUTHBOUND WEIGH STATION WITH WIM, BYPASS AND ALPR SYSTEMS PROJECT SPECIAL PROVISIONS

Not Valid Unless Signed – This seal applies to Section 26 "Metal Pole Supports" only

26. METAL POLE SUPPORTS

26.1. METAL SUPPORTS – ALL POLES

A. General:

Furnish and install metal strain poles and metal poles with mast arms, grounding systems, and all necessary hardware. The work covered by this special provision includes requirements for the design, fabrication, and installation of custom/site specifically designed metal supports and associated foundations.

Provide metal support systems that contain no guy assemblies, struts, or stay braces. Provide designs of completed assemblies with hardware that equals or exceeds AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 6th Edition, 2013 (hereafter called 6th Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi sided cross section with no less than six sides. The sides may be straight, convex, or concave.

The Contractor is responsible for determining pole heights and providing detailed shop drawings (i.e. pole height, arm attachment height) for approval. Prior to furnishing metal poles, use field measurements and adjusted cross-sections to ensure that the proposed pole heights are sufficient to obtain required clearances.

To accommodate cables through the flange and pole plates, a 4" diameter wire access hole is required and the holes should be deburred or grommeted.

After fabrication, have steel poles, required mast arms, and all parts used in the assembly hot-dip galvanized per section 1076. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during the galvanization process. Provide hot-dip galvanizing on structures that meets or exceeds ASTM Standard A-123. Provide galvanizing on hardware that meets or exceeds ASTM Standard A-153. Ensure that threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Repair of Galvanizing .....Article 1076-7

Standard Drawings for Metal Poles are available that supplement these project special provisions. These drawings are located on the Department's website:

https://connect.ncdot.gov/resources/safety/pages/ITS-Design-Resources.aspx

Comply with article 1098-1B of the *2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the detail drawing only, not in table format. **Do not release structures for fabrication until shop drawings have been approved by NCDOT**. Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

Comply with article 1098-1A of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, asset inventory number(s) and a project number or work order number on the drawings.

Summary of information required for metal pole review submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Plan/Loading Diagram	1	1	All structure design information needs to reflect the plans
Custom Pole Shop Drawings	4 sets	1 set	Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a unique drawing number for each project and identified for multiple pages.
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a unique drawing number for each project and identified for multiple pages.
Foundation Calculations	1	1	Submit copies of LPILE input, output and pile tip deflection graph per Section 11.4 of this specification for each foundation.
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

NOTE – All shop drawings and custom foundation design drawings must be sealed by a Professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include

a title block and revision block on the shop drawings and foundation drawings showing the NCDOT asset inventory number.

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Boring reports should include the following: Engineer's summary, boring location maps, soil classification per AASHTO Classification System, hammer efficiency, and Metal Pole Standard Foundation Selection Form. Incomplete submittals will be returned without review. The Reviewer has the right to request additional analysis and copies of the calculations to expedite the approval process.

B. Materials:

Fabricate metal pole and arm shaft from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709 Gr 50 min. Provide pole and arm shafts that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

Use the submerged arc process or other NCDOT previously approved process suitable for pole shaft and arms to continuously weld pole shafts and arm shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base and arm base. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 6th Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases and mast arm connecting plates from plate steel meeting, as a minimum, the requirements of ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr50, or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Ensure all hardware is galvanized steel or stainless steel. The Contractor is responsible for ensuring that the designer/fabricator specifies connecting hardware and/or materials that do not create a dissimilar metal corrosive reaction.

Provide a minimum of four (4) 1-1/2" diameter high strength bolts for connection between arm plate and pole plate. Increase number of bolts to six (6) 1-1/2" diameter high strength bolts when arm lengths are greater than 50'-0" long.

Unless otherwise required by the design, ensure each anchor rod is 2" diameter and 60" length. Provide 10" minimum thread projection at the top of the rod, and 8" minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For each structural bolt and other steel hardware, hot dip galvanizing shall conform to the requirements of AASHTO M 232 (ASTM A 153). Ensure end caps for poles or mast arms are constructed of cast aluminum conforming to Aluminum Alloy 356.0F.

Provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with 2 washers and 2 nuts. Provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from ¼" minimum thick steel with a minimum width of 4". Galvanizing is not required for both plates.

Provide 4 heavy hex nuts and 4 flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material.

C. Construction Methods:

Erect support poles only after concrete has attained a minimum allowable compressive strength of 3000 psi. Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For further construction methods, see construction methods for Metal Strain Pole, or Metal Pole with Mast Arm.

Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

For holes in the poles used to accommodate cables, install grommets before wiring pole or arm. Do not cut or split grommets.

Attach the terminal compartment cover to the pole by a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandalism. Ensure the chain or cable will not interfere with service to the cables in the pole base.

Attach cap to pole with a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cap to hang clear of the opening when the cap is removed.

Perform repair of damaged galvanizing that complies with the *Standard Specifications*, Article 1076-7 "Repair of Galvanizing."

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a ¼" thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

26.2. METAL POLE UPRIGHTS (VERTICAL MEMBERS)

D. Materials:

- Provide tapered tubular shafts and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Hot-dip galvanize poles in accordance with AASHTO M 111 or an approved equivalent.
- Have shafts that are continuously welded for the entire length by the submerged arc process, and with exposed welds ground or rolled smooth and flush with the base metal.

Provide welding that conforms to Article 1072-18 of the *Standard Specification* except that no field welding on any part of the pole will be permitted.

- Have Shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or an approved equivalent.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheet M2.

Provide liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent to isolate conductors feeding luminaires.

Fabricate poles from a single piece of steel or aluminum with single line seam weld with no transverse butt welds. Fabrication of two ply pole shafts is unacceptable with the exception of fluted shafts. Provide tapers for all shafts that begin at base and that have diameters which decrease uniformly at the rate of not more than 0.14 inch per foot (11.7 millimeters per meter) of length.

Provide four anchor nuts and four washers for each anchor bolt. Ensure that anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains a 12-terminal barrier type terminal block. Provide two terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandals from being able to disconnect the cover from the pole. Ensure that the chain or cable will not interfere with service to the cables in the pole base.

Install grounding lugs that will accept #4 or #6 AWG wire to electrically bond messenger cables to the pole. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

For each pole, provide a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate #6 AWG ground wire. Ensure that the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

Provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the pole-top opening when the cap is removed.

When required by the plans, furnish couplings 42 inches above the bottom of the base for mounting of pedestrian pushbuttons. Provide mounting points consisting of 1-1/2 inch internally

threaded half-couplings that comply with the NEC and that are mounted within the poles. Ensure that couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug in each mounting point. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

Ensure that allowable pole deflection does not exceed that allowed per 6th Edition AASHTO. Ensure that maximum angular rotation of the top of the mast arm pole does not exceed 1 degree 40 minutes (1°40').

E. Construction Methods:

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install metal poles so that when the pole is fully loaded it is within 1 degree 40 minutes (1°40') of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

26.3. MAST ARMS

Provide pole plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in the pole to allow passage of cables from the pole to the arm.

Ensure that allowable mast arm deflection does not exceed that allowed per 6th Edition AASHTO. Also when arm is fully loaded, tip of the arm shall not go below the arm attachment point with the pole for all load conditions per 6th Edition AASHTO.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two extra bolts for each arm.

Provide grommet holes on the arms to accommodate cables.

Provide arms with weatherproof connections for attaching to the shaft of the pole.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the arm with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm end opening when the cap is removed.

Comply with the following for Steel Luminaire Arms:

- In addition to tapered tube, luminaire arms may be standard weight black steel pipe conforming to ASTM A 53-90a, Type E or Type S, Grade B or an approved equivalent.
- Conform to the welding requirements of the steel poles.
- After all fabricating, cutting, punching, and welding are completed, luminaire arms should be hot-dipped galvanized inside and outside.
- In accordance with the National Electrical Code (NEC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact

information on a permanent label located in the pole hand hole in the vicinity of the feeder circuit raceway.

F. Materials:

After all fabricating, cutting, punching, and welding are completed, hot-dip galvanize the structure in accordance with the AASHTO M 111 or an approved equivalent.

G. Construction Methods:

Install horizontal-type arms with sufficient manufactured rise to keep arm from deflecting below the arm attachment height.

Attach cap to the mast arm with a sturdy chain or cable. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm opening when the cap is removed.

For mast arm poles, use full penetration welds with back-up ring at the pole base and at the arm base connection.

26.4. DRILLED PIER FOUNDATIONS FOR METAL POLES

Analysis procedures and formulas shall be based on AASHTO 6th Edition, latest ACI code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-NHI-10-016 manual. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

Use a Factor of Safety of 1.33 for torsion and 2.0 for bending for the foundation design.

Foundation design for lateral load shall not exceed 1" lateral deflection at top of foundation.

For lateral analysis, use LPILE Plus V6.0 or later. Inputs, results and corresponding graphs are to be submitted with the design calculations.

Skin Friction is to be calculated using the α-method for cohesive soils and the β-method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the "α" and "β" methods can be found in *FHWA-NHI-10-016*.

Omit first 2.5ft for cohesive soils when calculating skin friction.

When hammer efficiency is not provided, assume a value of 0.70.

Design all custom foundations to carry the maximum capacity of each metal pole.

When poor soil conditions are encountered which could create an excessively large foundation design, consideration may be given to allowing an exemption to the maximum capacity design. The contractor must gain approval from the engineer before reducing a foundation's capacity. On projects where poor soil is known to be present, it is advisable that the contractor consider getting foundations approved before releasing poles for fabrication because regular drill pier foundations may not work.

Have the contractor notify the engineer if the proposed foundation is to be installed on a slope other than 8H: 1V or flatter.

Provide concrete foundation identification tag per Standard M7 drawings.

H. Description:

Furnish and install foundations for metal poles with all necessary hardware in accordance with the plans and specifications.

Design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standard Drawings and Section B7 (Non-Standard Foundation Design) below.

I. Soil Test and Foundation Determination:

1. General:

Drilled piers are reinforced concrete sections, cast-in-place against in situ, undisturbed material. Drilled piers are of straight shaft type and vertical.

Some standard drilled piers for supporting poles with mast arms may require wing walls to resist torsional rotation. Based upon this provision and the results of the required soil test, a drilled pier length and wing wall requirement may be determined and constructed in accordance with the plans.

For non-standard site-specific poles, the contractor-selected pole fabricator will determine if the addition of wing walls is necessary for the supporting foundations.

2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25 foot radius of each proposed foundation.

Perform standard penetration tests (SPT) in accordance with ASTM D 1586 at depths of 1, 2.5, 5, 7.5, 10, 15, 20 and 26 feet. Discontinue the boring if one of the following occurs:

- A total of 100 blows have been applied in any 2 consecutive 6-in. intervals.
- A total of 50 blows have been applied with < 3-in. penetration.

Describe each intersection as the "Intersection of *(Route or SR #)*, *(Street Name)* and *(Route or SR #)*, *(Street Name)*, _____ County, Asset Inventory No. _____". Label borings with "B- *N, S, E, W, NE, NW, SE or SW*" corresponding to the quadrant location within the intersection. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, hammer efficiency, depth of water table and a general description of the soil types encountered using the AASHTO Classification System.

3. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version-6.0 or later by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier

foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

C. Drilled Pier Construction:

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

26.5. CUSTOM DESIGN OF METAL POLE SUPPORTS

D. General:

Design metal pole supports with foundations consisting of metal poles with mast arms or metal poles with swing arms.

The lengths of the metal poles shown on the plans are estimated from available data for bid purposes. Determine the actual length of each pole from field measurements and adjusted cross-sections. Furnish the revised pole heights to the Engineer. Use all other dimensional requirements shown on the plans.

Ensure each pole includes an identification tag with information and location positions as defined on Metal Pole Standard Drawing Sheets M2, M3 and M4. All pole shaft tags must include the NCDOT asset inventory number followed by the pole number furnished by the Engineer.

Design all support structures using the following 6th Edition AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3.8.3-2.
- Use the wind pressure map developed from 3-second gust speeds, as provided in Article 3.8.
- Ensure support structures include natural wind gust loading and truck-induced gust loading in the fatigue design, as provided for in Articles 11.7.1.2 and 11.7.1.3, respectively. Designs need not consider periodic galloping forces.
- Assume the natural wind gust speed in North Carolina is 11.2 mph. For natural wind fatigue stress calculations, utilize a drag coefficient (C_d) computed for 11.2 mph wind velocity and not the basic wind speed velocity.
- Design for Category II fatigue, as provided for in Article 11.6, unless otherwise specified.
- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratios for all support designs are 0.9.
- Conform to article 10.4.2 and 11.8 for all deflection requirements.

Ensure that the design permits cables to be installed inside poles and mast arms.

Refer to the plans for special loading criteria. The pole designer should design for ice loads accordingly. Careful examination of the plans when this is specified is important as this may impact sizing of the metal support structure and foundation design which could affect proposed bid quotes. All maximum stress ratios of 0.9 still apply.

Ensure that designs provide a removable pole cap with stainless steel attachment screws for each pole top and mast arm end.

E. Metal Poles:

Submit design drawings for approval. Show all the necessary details and calculations for the metal poles including the foundation and connections. Include NCDOT asset inventory number on design drawings. Include as part of the design calculations the ASTM specification numbers for the materials to be used. Provide the types and sizes of welds on the design drawings. Include a Bill of Materials on design drawings. Ensure design drawings and calculations are signed, dated, and sealed by the responsible professional engineer licensed in the state of North Carolina. Immediately bring to the attention of the Engineer any structural deficiency that becomes apparent in any assembly or member of any assembly as a result of the design requirements imposed by these specifications, the plans, or the typical drawings. Said Professional Engineer is wholly responsible for the design of all poles and arms. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his responsibility. **Do not fabricate the assemblies until receipt of the Department's approval of the design drawings.**

For mast arm poles, provide designs with provisions for pole plates and associated gussets and fittings for mast arm attachment. As part of each mast arm attachment, provide a grommeted 4" diameter hole on the shaft side of the connection to allow passage of the cables from the pole to the arm.

Where ice is present, assume wind loads as shown in Figure 3.9.4.2-3 of the 6th Edition AASHTO Specification for Group III loading.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Design tapers for all pole shafts that begin at the base with diameters that decrease uniformly at the rate of 0.14 inch per foot of length.

Design a base plate on each pole. The minimum base plate thickness for all poles is determined by the following criteria:

Case 1 Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is $M = (P \times D_1) / 2$, where

M = bending moment at the critical section of the base plate induced by one anchor bolt

P = anchoring force of each anchor bolt

D_1 = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two adjacent critical sections is considered ineffective.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is $M = P \times D_2$,

where P = anchoring force of each anchor bolt

D_2 = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections is considered ineffective.

If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional owner requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For dual mast arm supports, or for single mast arm supports 50' or greater, use a minimum 8 bolt orientation with 2" diameter anchor bolts, and a 2" thick base plate.
- For all metal poles with mast arms, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M4.

Ensure that designs have anchor bolt holes with a diameter 1/4 inch larger than the anchor bolt diameters in the base plate.

Ensure that the anchor bolts have the required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide designs with a 6 x 12-inch hand hole with a reinforcing frame for each pole.

Provide designs with a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains provisions for a 12-terminal barrier type terminal block.

For each pole, provide designs with provisions for a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate a #6 AWG ground wire. Ensure the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

When required, design couplings on the pole for mounting pedestrian pushbuttons at a height of 42 inches above the bottom of the base. Provide mounting points consisting of 1-1/2 inch internally threaded half-couplings that comply with the NEC that are mounted within the poles. Ensure the couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug for each half coupling. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

F. Mast Arms:

Design all arm plates and necessary attachment hardware, including bolts and brackets as required by the plans.

Design for grommeted holes on the arms to accommodate the cables for the WIM devices.

Design arms with weatherproof connections for attaching to the shaft of the pole.

Always use a full penetration groove weld with a backing ring to connect the mast arm to the pole. Refer to Metal Pole Standard Drawing Sheet M5.

Capacity of tapped flange plate must be sufficient to develop the full capacity of the connecting bolts. In all cases the flange plate of both arm and shaft must be at least as thick as the arm connecting bolts are in diameter.

G. Hinged Mast Arms:

Comply with all the requirement of Section 23.8.C. – except as noted herein. Provide hinged mast arm assemblies.

Provide pole plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in the pole to allow passage of cables from the pole to the arm.

Ensure allowable mast arm deflection does not exceed that allowed by 6th Edition AASHTO. Also, when arm is fully loaded, tip of the arm shall not go below the arm attachment point with the pole for all load conditions per 6th Edition AASHTO.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two extra bolts for each arm.

Provide grommet holes on the arms to accommodate cables for the equipment.

Provide arms with weatherproof connections for attaching to the shaft of the pole.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the arm with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm end opening when the cap is removed.

Design and construct the metal poles with a hinge plate assembly as shown on the Plans. The hinge assembly shall allow maintenance crews to swing the mast arm horizontally away from the roadway for servicing of equipment attached to the mast arm from the shoulder. A metal pole with hinged mast arm of this type can be purchased from:

Union Metal Corporation
1432 Maple Ave., NE
PO Box 9920
Canton, OH 44705
(330) 456-7653

Atlantic Technical Sales
14522 – K Lee Road
Chantilly, VA 20151-1639
Tel: 703-631-6661

Millerbernd Corporation

622 6th Street So.

P.O. Box 98

Winstead, MN 55395

26.6. POLE NUMBERING SYSTEM

A. New Poles

Attach an identification tag to each pole shaft and mast arm section as shown on Metal Pole Standard Drawing Sheet M2 "Typical Fabrication Details Common To All Metal Poles".

B. Reused Poles

Do not remove the original identification tag(s) from the pole shaft and/or mast arm sections. Add a new identification tag based on the new location for any reused poles and/or mast arms.

26.7. REUSED POLE SHAFTS AND/OR MAST ARMS

Provide shop drawings along with new foundation designs for review and approval prior to furnishing and/or installing any reused metal poles. Use the same requirements as specified for new materials as stated above in these Special Provisions.

For reused pole shaft and mast arm combinations, it is preferable to use the original shafts and arms that were used together at the time of original installation.

26.8. MEASUREMENT AND PAYMENT

Actual number of metal poles with single mast arms furnished, installed, and accepted.

Actual number of metal poles with hinged mast arms furnished, installed, and accepted

Actual number of reused metal poles with single mast arms installed and accepted.

Actual number of soil tests with SPT borings drilled furnished and accepted.

Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed and accepted.

Actual number of metal pole foundations removed and disposed.

No measurement will be made for foundation designs prepared with metal pole designs, as these will be considered incidental to designing support structures.

Payment will be made under:

Metal Pole with Single Mast Arm ..... Each
Metal Pole with Hinged Mast Arm ..... Each
Install Reused Metal Pole with Single Mast Arm ..... Each
Soil Test ..... Each
Drilled Pier Foundation ..... Cubic Yard
Metal Pole Foundation Removal ..... Each

TC-1

WBS#: 33879.2.76
Date: February 29, 2016 Mecklenburg County

WORK ZONE TRAFFIC CONTROL
Project Special Provisions

TEMPORARY TRAFFIC CONTROL:

Maintain traffic in accordance with Divisions 10 and 11 of the January 2012 NCDOT Standard Specifications for Roads and Structures, January 2012 Roadway Standard Drawings (RSD), and the following provisions:

Use the following traffic control methods to complete the work:

- Lane closures (Roadway Standard Drawings No. 1101.02, Sheets 4, 8 & 9 of 15)
- Temporary shoulder closures (Roadway Standard Drawings No. 1101.04, sheet 1 of 1)

Maintain the existing traffic pattern at all times, except in the immediate work zone where allowed per this special provision or as determined by the Engineer.

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 Traffic Control of this project.

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, Standard Specifications for Roads and Structures.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Proposed structures and equipment that are within 30 feet of an open travel lane and not protected by either existing guardrail or concrete barrier, the Contractor shall install proposed guardrail prior to beginning construction.

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. Modifications may include: moving, supplementing, and covering or removal of devices, as directed by the Engineer.

The following General Notes apply at all time for the duration of the construction project except as directed by the Engineer.

Time Restrictions

A) Do not close or narrow travel lanes as follows:

Road Name	Day and Time Restrictions
1. I-85 SB	Monday through Friday 6:00 A.M. to 9:00 P.M. and

B) Do not close or narrow travel lanes during holidays and special events as follows:

Road Name

1. I-85 SB

Holiday

1. For any unexpected occurrence that create unusually high traffic volumes, as directed by the Engineer.

2. For New Year's Day, between the hours of 6:00 A.M. December 31st to 9:00 P.M. January 2nd. If New Year's Day is on Friday, Saturday, Sunday or Monday, then until 9:00 P.M. the following Tuesday.

3. For Easter, between the hours of 6:00 A.M. Thursday and 9:00 P.M. Monday.

4. For Memorial Day, between the hours of 6:00 A.M. Friday and 9:00 P.M. Tuesday.

5. For Independence Day, between the hours of 6:00 A.M. the day before Independence Day and the 9:00 P.M. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday, or Monday then between the hours of 6:00 A.M. the Thursday before Independency Day and 9:00 P.M. the Tuesday after Independence Day.

6. For Labor Day, between the hours of 6:00 A.M. Friday and 9:00 P.M. Tuesday.

7. For Thanksgiving Day, between the hours of 6:00 A.M. Tuesday and 9:00 P.M. Monday.

8. For Christmas, between the hours of 6:00 A.M. the Friday before the week of Christmas Day and 9:00 P.M. the following Tuesday after the week of Christmas Day.

C) Do not conduct any hauling operations against the flow of traffic of an open travelway unless the hauling operation is protected by barrier or guardrail or as directed by the engineer.

Lane and Shoulder Closure Requirements

D) Remove lane closures devices from the lane when work is not being performed behind the lane closures or when the lane closure is no longer needed, or as directed by the Engineer.

E) When personnel and/or equipment are working within 15 feet of an open travel lane, close the nearest open shoulder using Roadway Standard Drawing No. 1101.04 unless the work area is protected by barrier or guardrail or a lane closure is installed.

F) When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Roadway Standard Drawer No. 1101.02 unless the work area is protected by barrier or guardrail.

G) When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, 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.

Traffic Pattern Alterations

H) Notify the Engineer twenty one (21) calendar days prior to any traffic pattern alteration.

Signing

I) Install advance work zone advance warning signs on I-85 SB when work is within 40 feet from the edge of travel lane and no more than three (3) days prior to the beginning of construction (see Roadway Standard Drawing No. 1101.01, Sheet 1 of 3).

J) Provide signing and devices required to close the road according to the Roadway Standard Drawings and Traffic Control Plans.

K) Cover or remove all signs and devices required to close the road when road closure is not in operation.

L) Ensure all necessary signing is in place prior to altering any traffic pattern.

Traffic Control Devices

M) When lane closures are not in effect space channelizing devices in the work areas no greater in feet than twice the posted speed limit (MPH) except, 10 feet on-center in radii, and 3 feet off the edge of an open travelway. Refer to standard specifications for Roads and Structures Sections 1130 (drums), 1135 (cones) and 1180 (skinny drums) for additional requirements.

N) Place additional sets of three channelizing devices (drums, cones or skinny drums) perpendicular to the edge of travelway on 500 foot centers when unopened lanes are closed to traffic.

Miscellaneous

O) Law Enforcement may be used to maintain traffic through the work area and/or intersections, as directed by the Engineer.

DocuSigned by:
Lori D. Stouchko
902CBD1B918146C...
3/4/2016

NORTH CAROLINA PROFESSIONAL SEAL 034437 ENGINEER LORI D. STOUCHKO

TC-2

WBS #:33879.2.76 Mecklenburg County
Date: February 29, 2016

WORK ZONE TRAFFIC CONTROL
Project Special Provisions

Law Enforcement:
(05/14/2013)

Description

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to direct traffic in accordance with the contract.

Construction Methods

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.

Measurement and Payment

Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

Payment will be made under:

Pay Item	**Pay Unit**
Law Enforcement	Hour

DocuSigned by:
Lori D. Stouchko
902CBD1B918146C...
3/4/2016

NORTH CAROLINA PROFESSIONAL SEAL 034437 ENGINEER LORI D. STOUCHKO

TC-3

WBS#: 33879.2.76 Mecklenburg County

WORK ZONE TRAFFIC CONTROL
Project Special Provisions

LUMP SUM PAYMENT FOR TRAFFIC CONTROL:
(02/06/2013) LS-TC

The Contractor shall maintain traffic on I-85 during construction and shall provide, install and maintain all traffic control devices as shown in the *Roadway Standard Drawings* or as directed by the Engineer.

The lump sum price bid for traffic control shall include but not be limited to providing **Signs (portable, stationary, or barricade), Truck Mounted Attenuators (TMA), Changeable Message Signs (CMS), Flashing Arrow Boards (FAB), Skinny Drums, Drums and Portable Lighting** and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Basis of Payment

Partial payments will be made on each payment estimate based on the following: Fifty percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Payment will be made under:

Pay Item	**Pay Unit**
Traffic Control	Lump Sum

DocuSigned by:
Lori D. Stouchko
902CBD1B918146C...
3/4/2016

NORTH CAROLINA PROFESSIONAL SEAL 034437 ENGINEER LORI D. STOUCHKO

STANDARD SPECIAL PROVISIONS

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 Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 1, 2012.

ERRATA

(1-17-12) (Rev. 04-21-15) Z-4

Revise the 2012 Standard Specifications as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12,** replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33,** replace "(6) Approval" with "(4) Approval".

Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.
Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.
Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.
Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competion” with “completion”.

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.
Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.
Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.
Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.
Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.
Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $\boldsymbol{W = LD\sqrt{P} \div 148,000}$
Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.
Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace "1633.01" with "1631.01".

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13) 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, 919-733-6932, or *http://www.ncagr.gov/plantind/* 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 or other noxious weeds.

AWARD OF CONTRACT

(6-28-77)(Rev 2/16/2016) Z-6

"The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

TITLE VI AND NONDISCRIMINATION

I. Title VI Assurance

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:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) 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 either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) 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 Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or 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 North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also

physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on **Federal-aid highway** construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.

2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.

3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:

   - The date of the alleged act of discrimination; or
   - The date when the person(s) became aware of the alleged discrimination; or
   - 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 other discrimination complaints may be submitted to the following entities:

   - **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453

   - **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

     Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

     Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

     Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

     Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

   - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

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 EOWS at the phone number above 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, sex, age, or disability. The term "basis" refers to the complainant's membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	**Definition**	**Examples**	**Applicable Statutes and Regulations**	
			FHWA	**FTA**
Race	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	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
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	

III. 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:

- 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.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination 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;
- 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);
- 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).

- 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);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, "Required Contract Provisions," a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations *in 41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%
Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%
Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%
Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%
Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%
Buncombe County
Madison County

Area 030 6.3%
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

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SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

–

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012 Z-8

ATTACHMENTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
   c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
   c The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
   a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
   b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
   a. The records kept by the contractor shall document the following:
      (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
   b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages**
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the

Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
   (ii) The classification is utilized in the area by the construction industry; and
   (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/ wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees**

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
    a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
    a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
   i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**
   a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
      (2) 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;
      (3) 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 (a)(2) of this certification; and
      (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
   b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
2. **Instructions for Certification - Lower Tier Participants:**
   (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

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.

NAME CHANGE FOR NCDENR

(1-19-16) Z-11

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to “NCDENR” or “North Carolina Department of Environment and Natural Resources”, replace with “NCDEQ” or North Carolina Department of Environmental Quality” respectively, as the case may be.

MINIMUM WAGES
GENERAL DECISION NC160101 01/08/2016 NC101

Z-101

Date: January 8, 2016

General Decision Number: NC160101 01/08/2016 NC101

Superseded General Decision Numbers: NC20150101

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.15 for calendar year 2016 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27

	Rates	Fringes
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
PAINTER		
Bridge	23.77	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.45	
GVWR of 26,000 Lbs or Greater	13.57	.03

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

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

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

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

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

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

LISTING OF DBE SUBCONTRACTORS			Sheet _____ of _____	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

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

**** Dollar Volume of DBE Subcontractor**
$_____

Percentage of Total Contract Bid Price
_____%

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor_____

Address_____

City_____State_____Zip_____

Please check all that apply:
Minority Business Enterprise (MBE)____
Women Business Enterprise (WBE)_____
Disadvantaged Business Enterprise (DBE)____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet:

Amount **$ _____**

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

_____	_____
Name of MBE/ WBE/ DBE Subcontractor	**Name of Bidder**
_____	_____
Signature / Title	**Signature / Title**
_____	_____
Date	**Date**

SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETER (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. ___ ___ ___ - ___ ___ - ___ ___ ___ ___ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. ___ ___ - ___ ___ ___ ___ ___ ___ ___ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? **(☐Prefer Not To Answer, ☐African American, ☐Native American, ☐Caucasian American, ☐Asian American, ☐Hispanic American, ☐Asian-Indian American, ☐ Other:** _____)

What is your firm's gender? (☐Prefer Not to Answer, ☐Male, ☐Female) **Disabled-Owned Business?** (☐Prefer Not to Answer, ☐Yes, ☐ No)

IRS CERTIFICATION

Under penalties of perjury, I certify that:

- ☐ The number shown on this form is my correct taxpayer identification and
- ☐ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- ☐ I am a U.S. person (including a U.S. resident alien).

NAME (Print or Type) _____ TITLE (Print or Type) _____

SIGNATURE _____ DATE _____ PHONE NUMBER _____

To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

_____

Full name of Corporation

_____

Address as Prequalified

Attest _____ By _____

Secretary/Assistant Secretary
Select appropriate title

President/Vice President/Assistant Vice President
Select appropriate title

_____ _____

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

_____

Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

_____
Full Name of Partnership

_____
Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

_____ _____
Print or type Signer's name Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the **NOTARY SEAL**

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

_____

Full Name of Firm

_____

Address as Prequalified

_____ _____

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

_____ _____

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the **NOTARY SEAL**

_____ day of _____ 20__.

_____

Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as Prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____
Address as Prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

_____
Address as Prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL	*NOTARY SEAL*	*NOTARY SEAL*
Affidavit must be notarized for Line (2)	*Affidavit must be notarized for Line (3)*	*Affidavit must be notarized for Line (4)*
Subscribed and sworn to before me this	Subscribed and sworn to before me this	Subscribed and sworn to before me this
_____day of_____ 20___	_____day of _____ 20___	____day of _____ 20_____
_____	_____	_____
Signature of Notary Public	Signature of Notary Public	Signature of Notary Public
of _____County	of _____County	of _____County
State of _____	State of _____	State of _____
My Commission Expires:_____	My Commission Expires:_____	My Commission Expires:_____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

_____
Address as Prequalified

_____ _____
Signature of Witness Signature of Contractor, Individually

_____ _____
Print or type Signer's name Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

Name of Contractor _____

Print or type Individual name

_____

Address as Prequalified

_____

Signature of Contractor, Individually

_____

Print or type Signer's Name

_____

Signature of Witness

_____

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____

Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.

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 Municipal contracts, unless authorized by the Municipality.

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

DEBARMENT CERTIFICATION

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

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

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

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

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

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

Check here if an explanation is attached to this certification.

ADDENDUM(S)

SPD 25-100

(3-3-2014)

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

WBS # 33879.2.76 TIP# DU-0014 FA# None

Type of Work Installation of a Weigh in Motion System, Truck Bypass System, Automatic License Plate Reader & Lane Control

County Mecklenburg

Location I-85 Southbound Weigh Station

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	0000100000-N	800	MOBILIZATION	1	LS		
2	3030000000-E	862	STEEL BM GUARDRAIL	200	LF		
3	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5	EA		
4	3210000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE CAT-1	1	EA		
5	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	1	EA		
6	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	2	CY		
7	4066000000-E	903	SUPPORTS, SIMPLE STEEL BEAM	745	LB		
8	4109000000-N	904	SIGN ERECTION, TYPE A (OVERHEAD)	1	EA		
9	4110000000-N	904	SIGN ERECTION, TYPE B (GROUND MOUNTED)	2	EA		
10	4234000000-N	907	DISPOSAL OF SIGN, A OR B (OVERHEAD)	1	EA		
11	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	1	LS		
12	4510000000-N	SP	LAW ENFORCEMENT	40	HR		
13	7300000000-E	1715	UNPAVED TRENCHING (1) (1")	205	LF		
14	7300000000-E	1715	UNPAVED TRENCHING (1) (2")	320	LF		
15	7300000000-E	1715	UNPAVED TRENCHING (2) (2")	2500	LF		
16	7300000000-E	1715	UNPAVED TRENCHING (3) (2")	50	LF		
17	7300000000-E	1715	UNPAVED TRENCHING (4) (2")	2020	LF		
18	7301000000-E	1715	DIRECTIONAL DRILL (2) (2")	220	LF		
19	7301000000-E	1715	DIRECTIONAL DRILL (4) (2")	100	LF		
20	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	1	EA		
21	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEA-VY DUTY)	40	EA		
22	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	660	LF		
23	7456000000-E	1726	LEAD-IN CABLE (14-2)	640	LF		
24	7516000000-E	1730	COMMUNICATIONS CABLE (12 FIBER)	2200	LF		
25	7552000000-N	1731	INTERCONNECT CENTER	3	EA		
26	7566000000-N	1733	DELINEATOR MARKER	9	EA		
27	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	1	EA		
28	7613000000-N	SP	SOIL TEST	3	EA		
29	7614100000-E	SP	DRILLED PIER FOUNDATION	24	CY		
30	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2	EA		
31	7901000000-N	1753	CABINET BASE EXTENDER	2	EA		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
32	7960000000-N	SP	METAL POLE FOUNDATION REMOVAL	1	EA		
33	7980000000-N	SP	AVI READER	1	EA		
34	7980000000-N	SP	BASE MOUNTED EQUIPMENT CABINET	2	EA		
35	7980000000-N	SP	COMPUTER WORKSTATION (INSTALL)	1	EA		
36	7980000000-N	SP	DMS	2	EA		
37	7980000000-N	SP	ETHERNET EDGE SWITCH	2	EA		
38	7980000000-N	SP	INSTALL REUSED METAL POLE WITH SINGLE MAST ARM	1	EA		
39	7980000000-N	SP	LED LANE CONTROL SIGN	1	EA		
40	7980000000-N	SP	MANAGED ETHERNET SWITCH	1	EA		
41	7980000000-N	SP	METAL POLE WITH HINGED MAST ARM	1	EA		
42	7980000000-N	SP	PIEZOELECTRIC QUARTZ SENSORS SET	2	EA		
43	7980000000-N	SP	PRINTER (INSTALL)	1	EA		
44	7980000000-N	SP	RELOCATE TRANSPONDER READER	1	EA		
45	7980000000-N	SP	SERVER (INSTALL)	1	EA		
46	7980000000-N	SP	SNAPSHOT OVERVIEW CAMERA ASSEMBLY	1	EA		
47	7980000000-N	SP	UPS	3	EA		
48	7985000000-N	SP	ALPR SYSTEM	1	LS		
49	7985000000-N	SP	CENTRAL CONTROL SOFTWARE	1	LS		
50	7985000000-N	SP	SYSTEM WARRANTY	1	LS		
51	7985000000-N	SP	TRAINING	1	LS		
			Total Cost for Project				

CONTRACTOR _____

ADDRESS _____

_____

Federal ID No. _____

Contr. License No. _____

Telephone No. _____

Vendor No. _____

CORPORATE SEAL

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____