STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

DIVISION 11

CONTRACT PROPOSAL

WBS ELEMENT NUMBER: 33879.2.62 **CONTRACT:** DK00091
ROUTE: I-77 **COUNTY:** Surry
DESCRIPTION: Equipment Upgrades at the South Bound Weigh Station on I-77 in Surry County, North Carolina

BID OPENING: June 27, 2013 @ 2:00 PM

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 OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

_____

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

_____

ADDRESS OF BIDDER

RETURN BIDS TO:

QUOTE NO: DK00091 – I-77 WEIGH STATION UPGRADE
N.C. DEPARTMENT OF TRANSPORTATION
JOE L. LAWS, PE, DIVISION PROJECT MANAGER
801 STATESVILLE ROAD
P.O. BOX 250
NORTH WILKESBORO, NORTH CAROLINA 28659

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 shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ****Unit Prices shall be rounded off by the bidder to contain no more than 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 and signature of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE 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 801 STATESVILLE ROAD, P.O. BOX 250, NORTH WILKESBORO, NORTH CAROLINA 28659 BY 2:00 PM ON JUNE 27, 2013.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

    QUOTE NO: DK00091– I-77 WEIGH STATION UPGRADE

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

JOE L. LAWS, PE, DIVISION PROJECT MANAGER
N.C. DEPARTMENT OF TRANSPORTATION
P.O. BOX 250
801 STATESVILLE ROAD
NORTH WILKESBORO, NORTH CAROLINA 28659

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 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.

CONTENTS

DIVISION CONTRACT
General Provisions

GENERAL

This contract is for equipment upgrades at the South Bound Weigh Station on I-77 in Surry County, North Carolina. The work shall consist of but not be limited to furnishing and installing equipment and materials for the installation of a weigh in motion system, automated license plate reader, image capture camera, and lane control. Related materials consist of local cabinets and controllers, weigh in motion sensors, alpr cameras, software, infrared illuminators, database interface, metal poles, metal poles with mast arms, metal pole foundations, image capture camera assembly, and lane control signs.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

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*, the *North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*. These manuals may be found on the internet at:

http://www.ncdot.gov/doh/preconstruct/ps/specifications/2012draft.pdf

http://www.ncdot.gov/doh/preconstruct/ps/std_draw/default.html

http://mutcd.fhwa.dot.gov/

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference as shown below:

Date and Time: June 12, 2013 at 2:00 PM
Place: Project Site
Location: I-77 South Bound Weigh Station near Mile Marker 103
County: Surry
Contact for Directions: Joe Laws, PE – 336-903-9138
Note: If you plan to attend this showing, please notify Joe Laws so that contract materials will be available.

The Mandatory Pre-Bid Conference will begin promptly at **2:00 PM**. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference.

Bidders are expected to make their own investigation of the site prior to the conference.

No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference.

This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions as to the present condition of the facility. The Contractor is encouraged to make his/her own observations of the sites to determine the condition of the items identified in this contract as the Contractor's responsibility. Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

Eligibility to Bid

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

1. Only Bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

2. Attendance at the Mandatory Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the conference in accordance with the following:

    - The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative and/or supervisory** authority over the work to be performed under this contract.
    - The individual signs his/her name and company title on the official roster.
    - The individual writes in the name and address of the company he or she represents.
    - Only one company is shown as being represented by the individual attending.
    - The individual shall sign out when the conference is over.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability is July 22, 2013.

No work will be permitted and no contract will be executed until all required bonds and prerequisite conditions and certifications have been satisfied. No work will be permitted prior to issuance of the purchase order.

The completion date for this project is March 15, 2014. No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications.*

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

The contractor shall complete the installation of guardrail prior to lane closures for I-77 Weigh Station Ramp except for the installation of said guardrail.

The date of availability for this intermediate contract time is Monday at 8:00AM.

The completion date for this intermediate contract time is Friday at 6:00 AM.

The liquidated damages are Five Hundred Dollars ($500.00) per hour.

INTERMEDIATE CONTRACT TIME NUMBER 2 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 the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-77** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Friday 6:00 AM to Monday 8:00 AM

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **3:00 P.M.** the Thursday before Independence Day and **8:00 A.M.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **3:00 P.M.** Friday and **8:00 A.M.** Tuesday.

7. For **Thanksgiving Day**, between the hours of **3:00 P.M.** Wednesday and **8:00 A.M.** Monday.

8. For **Christmas**, between the hours of **3:00 P.M.** the Friday before the week of Christmas Day and **8:00 A.M.** the following Tuesday after the week of Christmas Day.

9. For NASCAR Sanctioned events at Charlotte Motor Speedway in Charlotte, North Carolina on Southbound I-77 from 24 hours before the event until the beginning of the event.

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 will not be 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 above and place traffic in the existing traffic pattern.

The liquidated damages are One Thousand Dollars ($1,000.00) per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 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 the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-77 Weigh Station Ramp** for more than seventy-two (72) consecutive hours during any seven (7) consecutive day period.

The contractor shall notify the Engineer at least forth-eight (48) hours prior to the planned closure of the I-77 Weigh Station Ramp closure.

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

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

The liquidated damages are **One Thousand Dollars ($1,000.00)** per hour.

MAJOR CONTRACT ITEMS

The following listed items are the major contract items for this contract (See Articles 101 and 104-5 of the *2012 Standard Specifications*):

Line #	Description
23	Freeze-Frame Camera Assembly
29	Screening System Controller and Integration
30	Screening System Interface

SPECIALTY ITEMS

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

Line #	Description
2 thru 3	Guardrail Items

PREPARATION AND SUBMISSION OF BIDS

The entire bid proposal package, properly signed and executed, must be returned in order for the bid to be considered as responsive. **Incomplete proposal packages may be considered unresponsive.** Bid proposals shall be completed in ink and any corrections shall have one strike through with the correction initialed by the bidder.

Any firm that wishes to bid on this project as the prime contractor must be prequalified for the type of work they wish to perform prior to submitting their bid. For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on centrally let contracts for the appropriate work codes is considered eligible to work and/or bid on this contract as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, can be found at the following website: http://www.ncdot.org/business/howtogetstarted/

All bids shall be prepared and submitted in accordance with the listed requirements of Article 102-8 of the *2006 Standard Specifications*.

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds **$1,200,000**, the bid will not be considered for award.

COMPUTER BID PREPARATION (OPTIONAL)

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 Article 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.

BID BOND

A Bid Bond is required for the submission of bids for this project.

EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION

The Bidder's attention is directed to the various sheets in the contract proposal, which are to be completed and/or signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the Bid Form(s) in the contract proposal.

1. Execution of Bid including Non-Collusion Affidavit, Debarment Certification, & Gift Ban
2. MBE/WBE/DBE Subcontract Listing Form

The Bidder shall certify his and to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution

of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Bidders certification of "status" under penalty of perjury under the laws of the United States.

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of $_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____	_____
(Project Number)	(County)
_____	_____
(Project Number)	(County)
_____	_____
(Project Number)	(County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

_____
**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of **one hundred percent (100%)** of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of **$300,000.00** or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of **one hundred percent (100%)** of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his

subcontractors, is liable is required for Construction contracts greater than **$300,000.00**. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, **within fourteen (14) days after notice of award,** 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.

WORKMEN'S COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show 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 stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

Proof of insurance shall be furnished to the Engineer prior to beginning work.

LICENSES

The contractor must be properly licensed as required by the State of North Carolina. The General Statutes of North Carolina (G.S. 87-1) require the contractor to be licensed by the State for any contract totaling **$30,000.00** or more.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the *2012 Standard Specifications.*

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the *2012 Standard Specifications.*

PARTIAL PAYMENT

The Contractor may submit a request for payment at the end of each work request. Compensation for all pay items shall be in accordance with the *Standard Specifications.* One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

Requests for payment can be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Disadvantage Business Enterprise (DBE) participation shall be listed on the appropriate form (DBE-IS) and shall accompany all requests for payment. If there is no participation the word **"None"** or the figure **"0"** shall be entered. Requests for payment will not be processed without the submission of the DBE-IS form. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

RETAINAGE AND PROMPT PAYMENT

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

MANDATORY SUBCONTRACTOR INFORMATION

The Contractor is to provide a list of all proposed subcontractors he or she plans to use on this project. This list shall include all subcontractors that will be used, not only MBE, WBE or DBE firms. Only pre-approved subcontractors that are registered with the NCDOT may be used. A listing of all contractors (prime or subcontractor) may be found at the following website:
https://partner.ncdot.gov/VendorDirectory/default.html

Subcontract Approval Form (Form SAF) must be completed for each subcontractor that will be used and returned prior to the work being performed by the subcontractor. This form can be found at the following website:
http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

If the proposed subcontractor cannot fulfill their obligation and a substitute must be used, then an appropriate form for the replacement subcontractor must delivered to the administrating officer before the new subcontractor is used.

AVAILIBILITY OF FUNDS – TERMINATION OF CONTRACTS

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 2012.*

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Laws to be Observed

In accordance with 107-1 of the *Standard Specifications,* The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decreed of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

Responsibility For Damage Claims

In accordance with 107-14 of the *Standard Specifications,* The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

Safety and Accident Protection

In accordance with 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.

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

BANKRUPTCY

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

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.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

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

CONTRACTOR CLAIM SUBMITTAL FORM

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the Contractor Claim Submittal Form (CCSF) available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

SUBSURFACE INFORMATION

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

PROSECUTION AND PROGRESS

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 except where the Engineer has authorized a suspension of the contractor's operations in writing.

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

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

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the *2012 Standard Specifications*, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or

2. The Contractor’s failure for correct conditions unsafe for workmen or the general public, or

3. The Contractor has not carried out orders given to him by the Engineer, or

4. The Contractor’s failure to perform any provisions of the contract.

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

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 11, 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.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this 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 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.

CONTRACTOR PERSONNEL

The Department will not be responsible in any way to the Contractor's personnel for damages, destruction or loss, from any cause, to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor's personnel. The Contractor will be responsible for all repairs, regardless of cost, resulting from the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

INSPECTION

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

MATERIALS AND TESTING

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

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

COOPERATION BETWEEN CONTRACTORS

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications.*

The Contractor on this project shall cooperate with Contractor(s) and state forces working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

LOCATING EXISTING UNDERGROUND UTILITIES

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.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

GIFTS FROM VENDORS AND CONTRACTORS

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, offer or, 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.

Special Provisions

NOTES TO CONTRACTOR

1. Refer to the *Standard Specifications for Roads and Structures and Roadway Standard Drawings dated January 2012* and any Special Provisions in contract for guidelines on this project. Refer to the most recent NCDOT Superpave Manual and any Special Provisions in this contract for any information concerning asphalt paving.

2. All work performed by the contractor shall be in compliance with the *2012 Standard Specifications* and Workmanship/Appearance done to the satisfaction of the Engineer.

3. All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

Revise the *2012 Standard Specifications* as follows:

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

PRECONSTRUCTION CONFERENCE

Following the award of a contract and prior to beginning work, the Contractor shall contact **Brandon Whitaker, PE of the Elkin District Engineer’s Office at (336) 835-4241**, to arrange a Pre-construction conference. The project superintendent is required to attend the Pre-construction conference.

NOTIFICATION OF OPERATIONS

The Contractor or their appointed representative shall notify the Engineer one week in advance of beginning work on any site included in this contract. The Contractor shall give the Engineer sufficient notice of all operations for any sampling or acceptance testing required.

EMPLOYMENT

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.

CONTRACT BID QUANTITIES

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

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

Contractor's pricing shall be based on the estimated quantities per Division. These estimated amounts are submitted to assist contractors in the bidding process. Estimated quantities are not to be regarded as actual requirements. The State shall not be obligated to purchase any specific quantity.

FINAL ACCEPTANCE

Final acceptance will be made only after the satisfactory completion of all work covered by this contract. All work shall be completed in a neat, workmanlike manner. That work which has not been completed in such a manner will not be accepted.

SUBSURFACE INFORMATION

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

GUARDRAIL ANCHOR UNITS, TYPE 350

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

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

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

Revise the *2012 Standard Specifications* as follows:

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

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

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	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
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 10-23, 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 10-126, 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 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

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

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.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

TABLE 1092-3
MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A
(Candelas Per Lux Per Square Meter)

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	**120**	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

TRAFFIC CONTROL

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2012 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2012 Roadway Standard Drawings* prior to beginning any other work. Use a lane closure

or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the *2012 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. 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 Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. 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, *2012 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. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Maintain vehicular access in accordance with Article 1101-14 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

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.

No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein

but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

WORK ZONE SIGNING

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

Furnish, install, and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

Construction Methods

(A) General

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

(D) General Work Zone Warning Signs

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

Measurement and Payment

No direct payment will be made for providing other work zone signing as required herein, as the cost of same will be considered incidental to the work being paid for under those various work zone signing items that have been included. Where the Contractor provides work zone signing as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

LUMP SUM TRAFFIC CONTROL

The Contractor will be required to maintain traffic on **I-77 and I-77 Weigh Station Ramp** during construction and to provide, install and maintain all traffic control devices.

The lump sum bid price for traffic control on the above mentioned project will include all incidentals associated with furnishing installing and maintaining traffic control devices.

The lump sum price for traffic control on the above mentioned project includes but is not limited to providing Signs (portable, stationary, barricade or detour), Truck Mounted Impact Attenuators (TMIA), Changeable Message signs (CMS), Flashing Arrow Panel (FAP), Pilot Vehicle, Flaggers, Cones and Drums as shown in the Roadway Standard Drawings or as directed by the Engineer.

Payment will be made under:

Pay Item	**Pay Unit**
Traffic Control	Lump Sum

DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS)

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. https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

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. https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.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://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.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://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc

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://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

DBE Goal

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

Disadvantaged Business Enterprises **2.0%**

(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 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:

<u>Blank forms will not be deemed to represent zero participation</u>. 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.

(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.

(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,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of DBE Subcontractors* contained elsewhere in the contract documents.

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 three 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 and/or written notices 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. This includes, where appropriate, breaking 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.

(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 NCDOT's 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 not 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.

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.

ERRATA

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 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 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

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 15-6, 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”.

Not Valid Unless Signed - This seal applies to Sections 1 - 21

INTELLIGENT TRANSPORTATION SYSTEMS
AUTOMATED WEIGH STATION SCREENING SYSTEM
PROJECT SPECIAL PROVISIONS

Contents

1. GENERAL REQUIREMENTS

1.1 DESCRIPTION

A. Summary of Work

Furnish, install, and integrate an automated commercial vehicle screening system (herein called the "screening system") consisting of real-time weight and classification, transponder reader, automated license plate recognition, data collection, and automated lane control system at the existing Mt. Airy weigh station on I-77 southbound near the Virginia / North Carolina State Line.

Automate the system to screen data with the following screening systems currently in use by the North Carolina State Highway Patrol (NCSHP):

- Commercial Vehicle Information Exchange Window (**CVIEW**)
- Safety and Fitness Electronic Records (**SAFER**)
- Fuel Tax Compliance System (**FuelTaCS**)
- Performance and Registration Information Systems Management **(PRISM)**
- National Crime Information Center **(NCIC)**

System components include:

a. Piezoelectric quartz sensors
b. Inductive loop detectors
c. Freeze-frame video cameras
d. Weigh-In-Motion (WIM) controller system and roadside electronics
e. Automated license plate recognition (ALPR) with image capture
f. Transponder Reader
g. Lane Control System

Prior to construction, furnish documentation that demonstrates to the satisfaction of the Department that all equipment proposed for use in the system is of standard manufacture; that the manufacturer has similar equipment available for purchase; and has a proven acceptable performance history while in use under conditions similar to those for the intended use.

As a minimum, the equipment documentation provided by the Contractor must include the following:

1. Detailed description of how the system requirements will be met.

2. Drawings showing control and display panels with descriptions.

3. Manufacturer's name and model number, supported by descriptive material for (but not limited to) the standard package components with all accessories identified under "Description." Support submittals by descriptive material, such as material submittals, diagrams, and other data published by the manufacturer, to show conformance to specifications and plan requirements.

B. Standard Specifications

Conform to these Project Special Provisions and the North Carolina Department of Transportation (NCDOT) *Standard Specifications for Roads and Structures*, January 2012, herein after referred to as the "*Standard Specifications.*"

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

Conform to the State of North Carolina Information Technology (IT) policy and standards as described at http://www.scio.nc.gov/mission/itPoliciesStandards.aspx. The architecture of the IT modules must be approved by the NC- DOT IT and NC Office of Information Technology architecture groups. A possible architecture is shown in Fig-1 on Page 63 of 63.

C. Material

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:

http://www.ncdot.org/doh/preconstruct/traffic/ITSS/SMS/qpl/

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 a period of at least 50 years and will support user-definable parameters for setting the start and end dates for daylight savings time.

D. Submittal Requirements

Before beginning installation of any component, submit manufacturer's specifications, catalog cut sheets, system block diagrams, and / or wiring diagrams (as applicable) for each proposed piece of equipment. The Department will return submittals with comments to the Contractor within forty (40) days. Once materials have been approved, the Contractor may begin installation. Provide three (3) copies of each submittal for review.

E. Firmware Licensing, Source Code Escrow Requirements and Upgrades

Provide the Department with backups of the screening system operating system, application programs, data files and any other element necessary to restore any of the WIM controllers and computers 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 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 the source code for all software and firmware developed by the Contractor, and which is not commercial off the shelf software provided by other vendors, to a third party escrow agent. If the Contractor is no longer in business or fails to meet the requirements of the warranty provisions of this contract, the Department shall have the right to access the source code and to modify the software and firmware.

1.2 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.

Immediately cease work and notify the Department and the 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), the National Electric Safety Code (NESC), Underwriter's 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 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 Department. Inspection by the authorized governmental electrical inspector must neither eliminate nor take the place of inspections by the Department. Upon the Department's receipt of written certification and the Contractor's written request for a final inspection of the installations, the Department will perform a final inspection.

C. Software Documentation

Weigh Station Software

Furnish software manuals for the new weigh station CVISN-compatible system. For each screen, the manual shall explain the controls and parameters that are associated with the screen, including: the acceptable range of parameter values; any default values that may exist; and a procedure for modifying these ranges and default values. Present these screens and messages in logical sequence.

Submit the software manual to the Department for approval. Provide five hard copy sets and an electronic copy. The manuals required by this Subsection are in addition to any material given to participants in the operator training course. The System Acceptance Test will not begin until the user's manual has been approved by the Department.

Standard Software Packages

For each standard software package incorporated into the system or used to create software for that system, provide the manuals and other documentation that the software package's vendor normally provides with the product. Deliver standard software packages on CD-ROM. Provide one set of documentation for each controller on which the software is installed.

Provide system software user's manuals that cover the proper use of all applications software furnished for all controllers. Ensure user's manuals are written for use by personnel who have no understanding of the operation of a controller system.

D. Operating Procedures

Prepare a document that describes the proper operating procedures of the system. In addition to describing how an operator interacts with the system, detail the procedures by which the various controller systems are powered up and down and the proper sequence for doing so. Describe in the procedures manual the operation of the system from the perspective of the operator sitting at the operator controller at the scale house. Identify all of the screens and messages, including error messages, which may be seen by the operator. Present the procedures in a logical sequence.

Submit the operating procedures documentation to the Department for approval. Provide five hard copy sets and an electronic copy. The System Acceptance Test will not begin until the operating procedures documentation has been approved by the Department.

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 and 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 bid 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. CONDUIT

3.1 DESCRIPTION

Install underground conduit at locations shown in the Plans. Comply with the Standard Specifications Section 1715 for "Underground Conduit."

3.2 MATERIAL

Install 1" and 2" PVC or HDPE in all underground conduit runs as indicated in the Plans. All vertical conduits (entrance to electrical service, equipment disconnect, and pole mounted cabinet) must be rigid galvanized steel.

3.3 CONSTRUCTION METHODS

Use adapters and rigid galvanized steel sweeping elbows to transition from PVC or HDPE conduit to rigid conduit.

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.

No measurement will be made of vertical segments, non-metallic conduit, metallic conduit, conduit adapters, conduit bodies, sweeping elbows, conduit couplings, sealing devices, backfill, miscellaneous fittings, pull lines, seeding and mulching as these will be considered incidental to conduit installation.

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 (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.

4.2 MATERIAL

A. General

Comply with Article 1098-5 Junction Boxes, except as follows:

Provide junction box covers with standard *Traffic Signal* logos, pull slots and stainless steel pins. Do not provide sealant compound between junction boxes and covers.

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

Refer to Section 545, "Graded Stone," of the *Standard Specifications*.

B. Standard Size Junction Boxes

Provide standard size junction boxes with minimum inside dimensions of 16"(l) x 10"(w) x 10"(d) that meet or exceed the Tier 15 requirements of ANSI/SCTE 77. Provide certification that testing methods are compliant with ANSI/SCTE 77. Vertical extensions of 6" to 12" shall be available from the junction box manufacturer.

C. Oversized Heavy-Duty Junction Boxes

Provide oversized heavy-duty junction boxes and covers with minimum inside dimensions of 30"(l) x 15"(w) x 24"(d) that meet or exceed the Tier 15 requirements of ANSI/SCTE 77. Provide certification that testing methods are compliant with ANSI/SCTE 77.

4.3 CONSTRUCTION METHODS

Comply with Article 1716 Junction Boxes of the *Standard Specifications*, except as follows:

Install junction boxes flush with finished grade. Do not install sealant compound between junction boxes and covers.

Install junction boxes where underground splicing of cable is necessary for transitioning from below ground to above ground installation or vice-versa.

Install oversized, heavy-duty junction boxes at locations shown in the Plans.

4.4 MEASUREMENT AND PAYMENT

Junction box (_____) 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 Box (Standard Size)	Each
Junction Box (Oversized)	Each

5. ELECTRICAL SERVICE

5.1 DESCRIPTION

Furnish and install electrical equipment as shown in the Plans. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Standard Specifications, the Project Special Provisions, and all local ordinances. Coordinate all work involving electrical service with the appropriate local utility company and the Division 11 Traffic Engineer or his designated representative at (336) 903-9136 before any work begins.

5.2 MATERIAL

A. 4-Wire Stranded Copper Feeder Conductors

Furnish 4-wire stranded copper feeder conductors with THWN rating for supplying power to the WIM cabinet. Install the feeder conductors from the existing disconnect to the WIM cabinet. Provide conductors with black, white, red, and green insulation intended for power circuits at 600 Volts or less and comply with the following:

- Listed as meeting UL Standard UL-83.
- Meets ASTM B-3 and B-8 or B-787 standards.

B. Grounding System

Furnish 5/8"x10' copper clad steel grounding electrodes (ground rods), #4 AWG solid bare copper grounding conductors, and exothermic welding kits for grounding system installation. Comply with the NEC, Standard Specifications, these Project Special Provisions, and the Plans.

5.3 CONSTRUCTION METHODS

Permanently label cables at all access points using nylon tags labeled with permanent ink. Ensure each cable has a unique identifier. Label cables immediately upon installation. Use component name and labeling scheme approved by the Engineer.

A. 4-Wire Stranded Copper Feeder Conductors

At locations shown in the Plans, install #8 AWG THWN stranded copper feeder conductors from the existing disconnect to the WIM cabinet to supply 240 VAC. Comply with the Standard Specifications and Standard Drawings and all applicable electrical codes.

B. Grounding System

Install grounding electrodes as shown in the Plans and connect the #4 AWG grounding conductors to the ground rods using an exothermic welding process. Test the system to ensure a ground resistance of 20-ohms or less is achieved. Drive additional ground rods as necessary or as directed by the Engineer to achieve the proper ground resistance.

5.4 MEASUREMENT AND PAYMENT

4-Wire copper feeder conductors will be measured and paid as the actual linear feet of 4-wire THWN stranded copper feeder conductors furnished, installed and accepted. Payment is for all three conductors. Measurement will be for the actual linear footage of combined conductors after all terminations are complete. No separate payment will be made for each individual conductor. No separate payment will be made for different wire sizes. No payment will be made for excess wire in the cabinets.

5/8" X 10' grounding electrode (ground rod) will be measured and paid as the actual number of 5/8" copper clad steel ground rods furnished, installed and accepted. No separate payment will be made for exothermic welding kits as they will be considered incidental to the installation of the ground rods.

#4 AWG solid bare grounding conductor will be measured and paid as the actual linear feet of #4 AWG solid bare copper grounding conductor furnished, installed and accepted. Measurement will be

along the approximate centerline from the base of the electrical service disconnect to the last grounding electrode.

Payment will be made under:

Pay Item	Pay Unit
4-Wire Copper Feeder Conductors	Linear Feet
5/8"X10' Grounding Electrode	Each
#4 AWG Solid Bare Copper Grounding Conductor	Each

6. SCREENING SYSTEM CONTROLLER AND INTEGRATION

6.1 DESCRIPTION

Furnish and install screening system electronics to process and control the following systems:

- inductive loop sensors
- piezoelectric quartz sensors
- transponder reader
- ALPR system
- freeze-frame video camera
- lane control signs

These components must be integrated with the screening system electronics to work as a single, integrated system in the creation of vehicle records and in the processing of commercial vehicles. Furnish and install all necessary hardware and software in accordance with the Plans and Project Special Provisions.

6.2 MATERIAL

A. General

Furnish screening electronics with the interface and signal conditioning for inductive loops sensors, piezoelectric quartz sensors, transponder reader, ALPR system, freeze-frame video camera, lane control signs, and an integral power supply within a single chassis. Integrate these components into a process controller. Provide all material necessary for set-up and operation of the system, including all mounting hardware and cabling. Provide the screening system with the required software pre-loaded so that it will automatically execute when the system is powered up. Furnish electronics modular in design to facilitate easy maintenance, troubleshooting and on-site servicing.

B. WIM Controller

Furnish and install a WIM Controller in the screening system equipment cabinet with the necessary hardware and firmware to collect and disseminate the data required in these Project Special Provisions. The WIM Controller must serve as database management for the data collected. Furnish all database management software licensed appropriately for the usage.

The Contractor must provide written documentation of all software installed on the WIM Controller. All Contractor installed software licenses must be transferred to the Department prior to the end of the

Observation Period. One (1) copy of the system software must be provided on compact disks with install and setup instructions.

C. Ethernet Switch and Network Router

Provide a 10/100BaseT network switch with at least 9 RJ45 10/100 network ports (8 ports and one uplink port). Furnish a network switch that operates over a temperature range of at least -40°F to 158°F. Include mounting hardware and appropriate cabling. Provide a network router that is integral/integrated with the network switch. Furnish a network router that interfaces to both a Frame Relay T1 circuit and a telephone company provided Ethernet connection. Furnish an external interface port with a built-in stateful packet inspection firewall and Network Address Translation (NAT) Functions.

D. Uninterruptible Power Supply (UPS)

Furnish and install an uninterruptible AC power supply for the equipment cabinet and equipment contained herein. When submitting material submittals for this item, provide calculations to show that it has capacity, plus an additional 50%, to power the WIM controller during a power outage lasting ten minutes. Furnish a line interactive type power supply. Provide indicators and contact closure outputs for AC power on, rectifier failure, and low voltage disconnect. Provide a UPS that signals the WIM controller that a power failure has occurred so that the WIM controller can automatically shut down before losing power. Mount the UPS in the rack cabinet inside the roadside equipment cabinet.

E. Frame Grabber

Furnish a frame grabber card inserted in the WIM Controller. When triggered by the screening software, it captures a frame of the video coming from the freeze-frame camera, digitizing it and storing it in memory. Ensure that the frame grabber captures video of commercial vehicles in deceleration ramp entering the I-77 southbound weigh station.

6.3 CONSTRUCTION METHODS

Prior to installing the screening system electronics, submit and receive approval of a plan for installing the new equipment. Allow a minimum of 30 days for the review of all material submittals. In addition, successfully complete the "table top" test at the Contractor's facility on the new equipment and software prior to installation.

6.4 MEASUREMENT AND PAYMENT

Screening System Controller and Integration will be paid at the contract lump sum price for Screening System Controller and Integration. Contract work includes integrating the WIM controller, Ethernet Edge switch, Ethernet router, software, frame grabber, uninterruptible power supply and interfaces for piezoelectric quartz sensors, inductive loops, ALPR, and transponder reader. The work includes all materials, cabling, electrical conductors, software, integration, documentation, and testing.

Payment will be made under:

Pay Item	Pay Unit
Screening System Controller and Integration	Lump Sum

7. TYPE 170E BASE MOUNTED EQUIPMENT CABINET

7.1 DESCRIPTION

Furnish and install Type 170E 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, and all necessary hardware.

7.2 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. Provide devices that comply with the following:

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

A. Type 170 E 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 170 E 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.

7.3 CONSTRUCTION METHODS

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

Ensure space in equipment cabinets allows for network equipment.

7.4 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 screening 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

8. CABINET BASE EXTENDER

8.1 DESCRIPTION

Furnish and install a cabinet base extender with all necessary hardware.

8.2 MATERIAL

Fabricate base extender from the same materials and with the same finish as 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.

8.3 CONSTRUCTION METHODS

Install a base extender between the base mounted equipment cabinet and the cabinet foundation. Use permanent, flexible waterproof sealing material to seal between the cabinet base and cabinet base extender and to seal the space between cabinet base extender and the foundation.

8.4 MEASUREMENT AND PAYMENT

Cabinet base extender will be measured and paid as the actual number of cabinet base extenders furnished, installed, and accepted.

Payment will be made under:

Pay Item	Pay Unit
Cabinet Base Extender	Each

9. CABINET FOUNDATION

9.1 DESCRIPTION

Furnish and install a foundation and all necessary hardware.

Furnish either poured concrete foundations or preformed cabinet pad foundation and all necessary hardware. Obtain approval of foundation type.

9.2 MATERIAL

Preformed cabinet pad foundation material, equipment, and hardware furnished under this section shall be pre-approved on the Department's QPL.

Refer to Article 1000-4, Portland Cement Concrete, of the *Standard Specifications.*

Provide foundations with a minimum pad area that extends 24" from front and back of cabinet and 3" from sides of cabinet.

Furnish a cabinet foundation with chamfered top edges. Provide minimum Class B concrete.

Provide a preformed cabinet pad foundation with 7"(l) x 18"(w) minimum opening for the entrance of conduits. Ensure that no more than four 3/4" holes are cast or drilled in each pad.

9.3 CONSTRUCTION METHODS

Comply with Section 825, Incidental Concrete Construction – General, of the *Standard Specifications.*

Obtain approval for final cabinet foundation location before pouring concrete base.

Do not install foundations over uncompacted fill or muck. Use procedures, equipment, and hardware as follows:

- Hand tamp soil before placing concrete. Maintain 12 inches minimum from service pole to closest point on foundation unless otherwise approved.
- Use a minimum of four 1/2-inch diameter expanding type anchor bolts to secure cabinet to foundation. Install minimum 4 inches above and 4 inches below finished grade. Locate external stubbed out conduit at cabinet foundation so conduit is in middle of cabinet. Provide service conduit as the rightmost conduit coming into cabinet. Provide two spare conduits stubbed out; one pointed toward service pole and the other toward direction of lead-in cable. Inscribe identification arrow in foundation indicating direction of spare conduits.
- Give cabinet foundation a broom finish. Seal space between cabinet base and foundation with permanent, flexible, waterproof sealing material.
- If using preformed cabinet pad, ensure ground is level before installation. Use loop sealant to seal the conduit stub-outs within the knock-out.

9.4 MEASUREMENT AND PAYMENT

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

Payment will be made under:

Pay Item	Pay Unit
Cabinet Foundation	Each

10. PIEZOELECTRIC QUARTZ SENSORS

10.1 DESCRIPTION

Furnish and install the piezoelectric quartz sensors (PQS) with all necessary hardware and software in accordance with the Plans and Project Special Provisions. Ensure that the PQS meets or exceeds the performance criteria of Type I Weigh-In-Motion Systems, ASTM E 1318-02 Standard Specification for Highway WIM Systems with User Requirements and Test Methods.

10.2 MATERIAL

Install piezoelectric quartz sensors (PQS) that have an uncompensated temperature coefficient of sensitivity of no more than +/-0.02%/°C.

Ensure that the PQS 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. Check each commercial vehicle for compliance with the Bridge Formula Weights (GS20-118) as defined by the Federal Highway Administration. Ensure that the PQS perform these measurements and calculations while the vehicle passes over the PQS but not to exceed 5 seconds.

Accurately establish the gross and individual axle weights of each vehicle within the error limits listed in Table 1. Ensure these error lists are maintained within a confidence level of two standard deviations (96%) for a minimum sample of 50 vehicles. The sample vehicles 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 65 mph. Tank trucks, livestock, car haulers and those vehicles whose suspension characteristics are determined to affect the scale performance will not be included in the sample nor trucks whose speed varies by 10% or more.

PARAMETER	TOLERANCE
Single Axle Weight	± 15% of actual weight
Axle Group Weight (2 or more)	± 10% of actual weight
Gross Weight	± 6% of actual weight
Axle Spacing	± 6 inches
Vehicle Speed	± 2 mph

Table 1 - PQS Accuracy

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. Furnish PQS that operate over an ambient temperature range of -40 to +57 degrees C with 10 to 100% humidity.

Furnish PQS that perform the following functions:

- Operate at vehicle speeds between 5 and 60 mph.

- Determine the compliance of each vehicle based on single-axle weight, axle group weight, and Gross Vehicle Weight (GVW).
- For each commercial vehicle, 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.
- Downloading all data stored on its internal or external storage device.
- Receiving executable control command.

Suitably demonstrate that the PQS system 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.

10.3 CONSTRUCTION METHODS

A. General

Install piezoelectric quartz sensors as shown in the Plans and as recommended by the manufacturer. **Use waterproof sealing grout/epoxy recommended by the manufacturer and approved by the Department.**

Furnish PQS configurations that consist of two sets (2 sensors per set) of piezoelectric quartz sensors in a single traffic lane, as shown in the Plans. Configure each sensor set to occupy the entirety of the 15' lane and 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. Mount PQS precisely flush with the surface of roadway. Furnish PQS sensors no larger than 3.5" wide and extend no deeper than 2.8." Seal PQS and associated coaxial cable to prevent moisture penetration. Install PQS in such a manner that they will not be damaged by road maintenance such as snow removal.

Piezoelectric quartz sensor saw slots, including tail and lead-in sections, **MUST BE DRY CUT. WET CUTS WILL NOT BE ALLOWED.** The slots must be dry and free of loose material before grouting is installed.

Place the assembled sensor row into the grout carefully. Remove excess grout and place weights on the sensors to hold the sensor row in place. After the grout has completely cured, grind the grout and sensor surface to leave a finish that is completely flush with the surrounding pavement.

Furnish on-site engineering consulting by the manufacturer for the installation of the PQS.

B. Calibration and Acceptance

Perform calibration using a single calibration truck. Calibration should be scheduled two (2) weeks after the sensors are installed. Furnish a five (5) axle tractor/trailer combination (3S2), complete with air ride suspension and a non-shifting static load as the test vehicle. Load the truck to within 90 to 100% of allowable GVW for the test period.

Conduct the calibration procedure as follows:

- Weigh the vehicle weight using the portable static weigh scale furnished by the NCSHP. Furnish documentation that the portable static weigh scale is calibrated according to the manufacturer's directions. Record the weight information on the front (single axle), drive

(tandem axle group), and trailer (tandem axle group). Calculate the 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 screening system.
- 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 required ASTM ranges cited in these Project Special Provisions, 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 for Type I WIM systems. 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)

  — 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.

10.4 MEASUREMENT AND PAYMENT

Piezoelectric quartz sensors (set) will be measured and paid in actual number of furnished, installed, and accepted complete piezoelectric quartz sensor set configurations. 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 sensors.

Payment will be made under:

Pay Item	Pay Unit
Piezoelectric Quartz Sensors (Set)	Each

11. INDUCTIVE DETECTION LOOPS

11.1 DESCRIPTION

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

11.2 MATERIAL

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

A. Loop Sealant

Provide loop slot sealant that completely encapsulates loop wire when installed according to manufacturer's instructions. Provide loop sealant that does not generate temperatures greater than 220 degrees F. Ensure sealant bonds with asphalt and concrete pavement saw slots so sealant and encapsulated loop wire do not come out of slot. Ensure sealant is self-leveling, but with sufficient viscosity to prevent exit from saw slot when installed along a ten percent grade.

Provide sealant that protects loop wire by preventing the entrance of dirt, water, rocks, sticks, and other debris into saw slot, and is resistant to traffic, water, gasoline, chemical and chemical fumes, mild alkalis, oils, and mild acids. Ensure sealant will not be affected by water and sealant does not chemically interact with pavement and loop wire insulation.

Ensure loop sealant has sufficient flexibility to permit expected pavement expansion and contraction due to weather and to permit pavement movement due to traffic without cracking for a temperature range of -40 to 160 degrees F.

Provide sealant with a usable life of at least ten minutes once mixed, when the ambient temperature is 75 degrees F. Ensure sealant dries to tack free state in less than two hours, and does not flow within or out of saw slot after exposed surface has become tack free. Tack free time will be determined by testing with a cotton ball until no sealant adheres to cotton ball and no cotton adheres to sealant.

Ensure two part sealant cures within 48 hours to attain 95 percent of published properties for the cured material.

Ensure one part sealant cures within 30 days to attain 95 percent of published properties for the cured material.

B. Loop Wire

Provide loop wire composed of 19-strand conductor insulated by a cross-linked polyethylene compound. Ensure insulated conductors are completely encased in tubes of low density polyethylene compound. Print manufacturer's name, manufacture year, and any applicable part number on encasing tube at intervals of 2 feet or less.

Provide # 14 AWG copper conductors fabricated from 19 strands that comply with ASTM B 3 before insulating. Ensure stranded conductors use either concentric or bunch stranding, and comply with circular mil area and physical requirements of ASTM B 8 or ASTM B 174 for bunch stranding.

Provide insulating compound that is cross-linked thermosetting black polyethylene (ASTM D 2655). Ensure insulation is applied concentrically about conductor. Provide insulation thickness not less than 0.026" at any point and minimum average thickness of 0.030" as measured by UL Standard 62.

Ensure insulation of finished conductor will withstand application of a 60 Hertz or 3000 Hertz, 7500 volt (RMS) essentially sinusoidal spark test potential as specified in UL Standard 83.

Provide insulated conductors that are factory-installed in protective encasing tube that comply with the following:

Encasing tube fabricated of polyethylene compound conforming to ASTM D 1248 for Type I, Class C, Grade E5.

Minimum inside diameter of 0.150"
Wall thickness of 0.040" ± 0.010"
Outside diameter of 0.240" ± 0.010" Conduit

C. Conduit

Comply with the Underground Conduit section of these Project Special Provisions for non-metallic conduit.

11.3 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. WET CUTS WILL NOT BE ALLOWED.** The slots must be dry and free of loose material before installing sealant.

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

Install conduit with bushings from edge of pavement to junction box.

Remove all loose material in saw slots with a high-pressure method using compressed air. Clear saw slots of jagged edges and protrusions. Seat loop conductor at bottom of saw slot without damaging loop wire.

Before sealing loop conductors, test that impedance from the loop wire to ground is at least 100 megohms. For each inductive loop installed, submit a completed Inductive Detection Loop & Grounding Test Results form and place copy in controller cabinet. Ensure all loops are included on form. The form is located on the Department's Web site.

Embed loop conductors in saw slot with loop sealant. Seal saw slot and dispose of excess sealant in an environmentally safe manner. Provide Engineer with Material Safety Data Sheet and manufacturer's test data.

Twist loop conductor pairs a minimum of 5 turns per foot from where conductors leave saw slot to junction box. 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.

11.4 MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

Pay Item	**Pay Unit**
Inductive Loop Sawcut	Linear Foot

12. FREEZE-FRAME CAMERA ASSEMBLY EQUIPMENT

12.1 DESCRIPTION

Furnish and install freeze-frame camera assembly equipment with all necessary hardware, cabling and software in accordance with the Plans and Project Special Provisions.

The freeze-frame camera assembly will be used to send video snapshots of vehicles to the Motor Carrier Enforcement staff through the appropriate program, so that they can easily associate the measured weight and dimensional violations with specific trucks, and so that they can easily identify violators.

12.2 MATERIAL

A. Dual Channel CCTV Camera

Furnish cameras that comply with the following:

- Dual Channel Design:
  - Color - Day
  - Black & White - Night (with a Self-illuminating Infrared [IR]) light source)

The IR illuminator must not disturb traffic nor be susceptible to external lighting conditions or typical rain and snow events.

- Lens:
  - 40-240mm Auto Iris Motorized Zoom (Day Channel)
  - 40-240mm Motorized Zoom (Night Channel)
- Light Sensitivity:

- 2 lux w/Digital Backlight Compensation (Day Channel)
- 0.6 lux (Night Channel)
- Faceplate

- Horizontal Resolution (minimum):
  - 480 Lines (Day Channel)
  - 570 Lines (Night Channel)
- Signal to Noise Ratio:
  - 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 ungrounded conductors. Furnish video surge suppressors specifically for coaxial video transmission lines.
- Include mounting hardware to match mounting bracket.

Purge the enclosure of air and pressurized to at least 5 psi with dry nitrogen. Furnish each enclosure with a Schrader valve for pressurization and an overpressure relief valve. Provide an enclosure with a housing leak rate of less than 2 psi per year. Affix a decal stating that the unit is pressurized and that safety precautions are to be observed to the rear housing plate. Provide a pressure tight connector receptacle for connection of the camera and lens control cable. Furnish all external connections that are watertight.

C. Mounting Bracket

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

- Cable feed through hole.
- Maximum supported weight: 40 lbs.
- Mounted on a vertical pole.
- Separation between center of camera housing and pole: 15 inches.
- Attachment to pole: a minimum of two (2) stainless steel bands, approximately (5) five 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 base-mounted equipment cabinet. Use coaxial conductors for the video. Size the power and video conductors to correspond to the load and the distance. Furnish cable recommended by the manufacturer for conduit installation. Furnish crimp-on type connectors. Terminate the video conductors in the equipment cabinet on surge protectors like those in the camera housing.

E. Freeze-Frame Camera Pole

Mount the freeze-frame cameras to the galvanized steel pole conforming to Section 1404 of the Standard Specifications with the following modifications:

- Bracket arms and transformer bases are not required.
- Supports the freeze-frame camera equipment specified herein.
- Furnish the pole with a height recommended by manufacturer.

12.3 CONSTRUCTION METHODS

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. Also, 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.

Furnish documentation ensuring that the IR camera illumination is certified to be "eye safe" by an independent testing agency.

12.4 MEASUREMENT AND PAYMENT

Freeze-frame camera assembly will be measured and paid as the actual number of freeze-frame camera assemblies with metal pole and foundation, furnished, installed and accepted. Payment includes freeze-

frame camera assembly, freeze-frame camera metal pole, freeze-frame camera metal pole foundation, and all wiring and mounting hardware.

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 freeze-frame camera assembly as these will be considered incidental to furnishing and installing the freeze-frame camera assembly.

Payment will be made under:

Pay Item	**Pay Unit**
Freeze-Frame Camera Assembly	Each

13. AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM

13.1 DESCRIPTION

Furnish, install and integrate a license plate recognition system that will automatically detect the presence of commercial vehicles in the exit ramp at the I-77 southbound Weigh Station; capture an image containing the license plate; and automatically locate and identify the corresponding alphanumeric information and jurisdiction/location of issue.

Ensure the software is compatible with Windows XP and with Windows 7 operating systems.

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

Integrate the ALPR system with the screening software. Provide at least one reference from an accredited law enforcement agency currently using the proposed ALPR system.

Furnish an ALPR system that automatically captures, identifies and looks up alphanumeric code, state of origin, and county of origin as available from the CVIEW database. Configure the system to identify and differentiate plates by jurisdiction from the following states (as a minimum):

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 illumination and no other external lighting source.

Furnish ALPRs that can identify and interpret a minimum of 2 license plates simultaneously in the field of view.

Furnish an ALPR system with a plate read rate better than 80% (all characters correctly read for 80% of readable license plates) at speeds up to 60 miles per hour.

Provide a system with an operator interface to include database remote query functionality for multiple ALPR state locations and multiple databases.

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 SAFER screening database.

Automatically screen against North Carolina's FuelTaCS database of targeted vehicles.

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

Uniquely display each vehicle record associated with the screening components of the ALPR.

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.

The system must provide the following reports in addition to the existing reports: targeted as Federal out-of-service by the PRISM file; targeted vehicles from the FuelTaCS file; vehicles reported stolen by NCIC.

13.2 MATERIAL

A. Camera

Furnish one ALPR camera (centered over the travel lane) that complies with the following:

Self-illuminating Infrared (IR) illumination utilizing driver safe non-visible light (no less than 800nm).

Capable of being "pulsed" as needed.

Provide documentation that the camera illumination is certified to be "eye safe" by the IR manufacturer.

Enhanced low light resolution (4 MP or higher).

Produces at a minimum, a single license plate image per vehicle with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions.

Operates during typical rain and snow events.

An 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.

The camera is triggered by an embedded loop in the roadway.

B. ALPR System Software

Integrate the ALPR System Software into the screening system. Furnish the ALPR system software meeting the following requirements:

Provide variants of the Optical Character Recognition (OCR) engine that are designed specifically for NC and regional license plates.

Utilizes internal camera controls to facilitate automated settings for optimum flash, gain and shutter configurations.

Integrates into a wide variety of systems via TCP/IP Ethernet with socket and FTP protocols, as well as IP connectivity.

Offer standard software JPEG compression.

Captures a live, corresponding color overview image (B/W at night) of the vehicle and simultaneously displaying the captured license plate, along with the date and time stamp of the image and a percentage confidence rated 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.

Provides a permanent record of all interpretations and captured images in a chronological order at a rate of up to 45 images per minute 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.

The operator can directly input whether the License Plate interpretation is correct while viewing the image. 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 with the WS data.

Provide a still image capture of each commercial 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 screening system data collected.

Provides a system with an operator interface to include database remote query functionality for multiple ALPR station locations and multiple data bases.

C. Camera Housing

Furnish the camera housing to meet the following requirements:

LPR camera enclosure must be rated IP-65 or higher.

Equipped with tempered glass front window.

Equipped with sunshield.

Equipped with surge suppressors on all ungrounded conductors.

Include mounting hardware to match mounting bracket. Provide mounting hardware specifically for the vendor's ALPR.

13.3 CONSTRUCTION METHODS

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

Install the camera on metal pole with mast arm.

Install cameras with a fixed focal point or target distance.

Furnish all cabling and camera connectors from the same manufacturer as the ALPR system.

13.4 MEASUREMENT AND PAYMENT

ALPR System will be measured and paid as the actual number of automated license plate recognition systems furnished, installed, integrated, and accepted. This payment will be for all equipment, software and integration required for detecting and screening commercial vehicles for one (1) lane of the roadway. No separate measurement will be made for the database search engines, software, IR illumination, cabling, connectors, attachment assemblies, condulets, grounding equipment, surge protectors, or any other equipment required to install the ALPR system as these will be considered incidental to furnishing and installing the ALPR system. Metal poles will be paid for separately.

Payment will be made under:

Pay Item	**Pay Unit**
ALPR System	Lump Sum

14. TRANSPONDER READER EQUIPMENT

14.1 DESCRIPTION:

Furnish and install transponder reader (automated vehicle identification) equipment with all necessary hardware and software in accordance with the Plans and Special Provisions. The transponder equipment must interface with the existing North Carolina **NCPass** program currently in use.

14.2 MATERIALS:

The transponder system shall consist of a Dedicated Short Range Communications (DSRC) system to provide two way communications between vehicle mounted active transponders, and a

roadside-based reader unit. 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.

14.3 CONSTRUCTION METHODS:

The transponder reader electronics shall be mounted in the roadside cabinet. Installation instructions and connection to the transponder antenna shall be per transponder reader manufacturer's specifications.

The transponder antenna shall be mounted at a height and angle which shall ensure the lane coverage as identified in this Special Provision. At a minimum, the antenna shall be mounted at a sufficient height to meet NCDOT requirements 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 transponder equipment provided under this Contract.

14.4 Measurement and Payment:

Transponder Reader will be measured and paid as the actual number of transponder 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 transponder system as these will be considered incidental to furnishing and installing the transponder system. Metal poles will be paid for separately.

Payment will be made under:

Pay Item	Pay Unit
Transponder Reader	Each

15. LANE CONTROL SIGNS

15.1 DESCRIPTION

Furnish new LED lane control sign message display boards with enclosures.

15.2 MATERIALS

Furnish lane control signs that display 2 messages (Red "X" and Green "↓") with a double stroke LED patterns. The Red "X" and Green "↓" must be a minimum of 18 inches in height.

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.

Furnish and install conformation displays with sun visors on the back side of each lane control sign. These conformation displays will be visual indicators for the weigh station operators and provide feedback on the operation of the lane control sign displays. These conformation displays will be 2 sections, 8 inch, LED traffic signal displays (Red ball and Green ball). The Red ball displays turns on simultaneously when the Red "X" displays are on. The Green ball displays turn on simultaneously when the Green "↓" displays are on. These displays should be directed toward the Weigh Station Building and must be visible from the Weigh Station Control Console. Install mounting hardware consisting of rigid vehicle signal head mounting brackets. All material, equipment and hardware for these conformation displays must be pre-approved on the ITS and Signals QPL.

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 a Red "X" and

Green "↓" with a double stroke LED pattern. The Red "X" and Green "↓" must be a minimum of 18 inches in height.

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%. Provide the he PCB matrix with a minimum thickness of .093 inches.

Provide red LEDs of the latest Alln GaP Technology, and green LED's of the latest In GaN Technology. The minimum nominal luminous intensity of the LED's shall be 6,000 mcd 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 (¼") 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.

15.3 CONSTRUCTION METHOD

Install the new lane control signs 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.

15.4 BASIS OF PAYMENT

Actual number of LED lane control signs furnished, installed and accepted. Payment includes the LED lane control signs, required driver boards in the screening system cabinet, relays, power supplies, rack assemblies, confirmation displays with sun visors (2 sections, 8 inch, LED traffic signal displays Red and Green balls) on the back of each lane control sign, mounting hardware, and the installation of the PCB terminal board, termination of the cabling, and testing of the signs.

Payment will be as follows:

LED Lane Control Sign.....Each

16. SIGNAL CABLE

16.1 DESCRIPTION

Furnish signal cable to make connections between the screening system controller cabinet and the lane control signs.

16.2 MATERIALS

Furnish 12 AWG-7 THWN signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 12 AWG-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

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

16.3 CONSTRUCTION METHODS

Install signal cable 12 AWG-7 THWN between the screening system controller cabinet and the terminal connections in the Lane Control Signs.

Terminate cables with spade lugs to the appropriate terminal strips. Use a ratchet type crimping tool to ensure that the crimp is installed correctly.

Permanently label each cable to identify which sign enclosure it connects to. Additionally, label each paired cable with the type of sign display it operates in the sign enclosure.

Make electrical connections inside the cabinets. Do not splice connections at any point between the screening system cabinet and the lane control signs.

16.4 MEASUREMENT AND PAYMENT

Signal Cable will be measured and paid as the actual linear feet of signal cable furnished, installed and accepted. Measurement will be made from point to point, horizontally. Twenty-five feet will be allowed for vertical segments of each cable ran up or down the structure.

Payment will be made under:

Pay Item

Signal Cable.....Linear Foot

17. SCREENING SYSTEM INTERFACE

17.1 DESCRIPTION

A. General

Furnish and install a Screening System Interface in accordance with the Plans and Project Special Provisions. Provide Screening System Interface that is compatible with Windows XP and with Windows 7.

Furnish and install an integrated package that provides the functionality described in these Project Special Provisions. The system will operate automatically and continuously, without the need for human intervention, collecting data, controlling the lane control signs, making that data available electronically to the users. Allow for one simultaneous user to have remote access for generating reports using IP connectivity (furnished by others).

Information Security and accountability must meet Federal and State Information Security Directives, Laws, and Policies. Security Architecture must be approved by NCSHP and the NC Department of Justice Information Security office prior to installation.

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

Capture transponder data and ALPR data for each vehicle in the deceleration lane 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.

Ensure the screening system synchronizes the existing Emery Winslow hydraulic static scale data into the screening system interface.

Ensure the screening system allows weigh station personnel to enable or disable an auto release feature from the existing static scale.

The electronic equipment provided under this Contract is an expansion of an existing commercial vehicle enforcement system. The new equipment must work with the existing equipment. **No impairment of the existing system's operation will be tolerated.**

Furnish and install fiber optic communications cable, fiber optic interconnect centers, and underground splice enclosures in accordance with the Plans and these Project Special Provisions. Modify existing fiber optic interconnect centers as shown in the Plans. Comply with Section 1098 of the Standard Specifications. Material, equipment, and hardware furnished for fiber optic communications shall be pre-approved on the Department's QPL.

17.2 Screening Criteria

A. Operation Overview

The screening software must interface and be compatible with the existing data structure that the NCSHP currently uses for commercial vehicle data screening. The system must be upgradeable to the newest version of SAFER, as SAFER upgrades its versions.

Integrate the new screening system, including the new WIM, new transponder reader, and new 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 screening software with 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 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 and notify the user if the WIM GVW exceeds the registered license weight; 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 commercial vehicle violators exceeding 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 screening software are:

- Record all vehicle characteristics in a database.
- Produce reports of recorded vehicle characteristics.
- Screen vehicles for weight violations.
- 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.
- ALPR and transponder reader systems.

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.

B. Screening Characteristics

a. Roadside Operations Requirements

Provide the screening system with the following functions:

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

The screening system must 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 screening system must produce printed reports detailing vehicle activity at the WIM.

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

Furnish the screening system vehicle record containing the following information about each commercial vehicle:

- ALPR Data
- Transponder Data
- Time and date stamp
- Lane
- Axle counts
- Vehicle classification
- Overall vehicle weight
- Maximum gross vehicle weight
- Vehicle length
- Vehicle speed
- Axle record type
- ESAL value
- Screening decision
- Carrier ID (USDOT number) from CVIEW data
- Axle weights, and
- Axle spacing
- Error Code

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

C. Screening Requirements

Automatically screen the PRISM status of the commercial vehicle 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.

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.

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

Include on the vehicle hot list an active date range for each entry defining the period in which the entry is valid.

Include the following information on the vehicle hot list:

- Vehicle ID (including the VIN, license plate number and USDOT number)
- Comments – the user can enter what action to take when the vehicle reports 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.

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

Program the screening system to maintain a local database of vehicle snapshot data received from CVIEW.

Program the screening 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.

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

D. Display Requirements

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

- View the ALPR system data.
- View the Transponder Reader 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 screening system in the last three months.
- Edit each of the hot lists.

E. Reporting Requirements

Program the screening 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 screening system to produce specific reports that are based on stored data:

- ALPR system data
- Transponder Reader system data
- Number of vehicles traveling down each lane
- List of a carrier's vehicles passing the screening system during a specific time period, include when the vehicle passes the system

F. Credential Enforcement Screening Requirements

The screening 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 at the screening site. Ensure that the screening tool allows operators 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

G. External Interface Requirements

Provide a secure connection to allow the NCDOT to send carrier and vehicle snapshot data in XML format from the State CVIEW system to the screening system.

Program the screening 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 NCDOT to send data in XML format from the PRISM and FuelTaCS systems to the screening system.

H. Operator Interface and System Controls

Ensure the system allows operators to view and control system operations (control system operations from weigh station only) through a fiber optic cable connection to the weigh station building and remotely using an IP connection on laptops or desktop computers. Users will view vehicle data collected by each of the detectors and sensors in the system, the transponder reader, and 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

Vehicle records for the screening system. Program the system to show data and images collected.

b. Transponder Data

Vehicle records for the screening system. Program the system to show data and images collected.

c. Vehicle Data

Vehicle records for the screening system. Program the system to show data collected by the in-road detectors and PQS.

d. Individual Vehicle Data

Program the system to display all information on a specific vehicle collected by the screening system. Program the system to allow operators to view snapshot photographs taken of vehicles via the freeze-frame CCTV camera, the ALPR and transponder reader systems.

e. Alarms

Program the system to allow operators to review alarms reported by the screening system and to allow operators to view snapshot photographs taken by the freeze-frame CCTV camera, the ALPR and Transponder Reader systems of violating vehicles.

f. Summary Data

Program the system to allow operators to review summary data. 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, and credentials).

I. 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
- Transponder records

J. 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.

17.3 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.

Material, equipment, and hardware furnished for fiber optic communications cable shall be pre-approved on the Department's QPL. Comply with Section 1730 of the Standard Specifications for fiber optic communications cable, splice enclosures, and interconnect centers.

17.4 MEASUREMENT AND PAYMENT

Screening System Interface will be paid for at the contract lump sum price for Screening System Interface. No measurement will be made for the interface with the individual components of the system, including but not limited to the ALPR, transponder reader, WIM, inductive loops, lane control signs, and Snap Shot Camera systems as these will be considered incidental to furnishing and installing the Screening System Interface. No measurement will be made for the ALPR and the transponder reader as these will be measured and paid for under separate Sections. No measurement will be made for any on-going fees associated with outside party website hosting as these will be considered incidental to furnishing and installing the Screening System Interface. No measurement will be made for software updates required during the System Warranty as these will be considered incidental to furnishing the System Warranty.

Communications Cable (12-Fiber) will be measured and paid as described in Section 1730 of the Standard Specifications.

Splice Enclosure will be measured and paid as described in Section 1730 of the Standard Specifications.

Interconnect Center will be measured and paid as described in Section 1730 of the Standard Specifications.

Payment will be made under:

Pay Item	Pay Unit
Screening System Interface	Lump Sum
Communications Cable (12-Fiber)	Linear Foot
Splice Enclosure	Each
Interconnect Center	Each

18. TESTING AND ACCEPTANCE

18.1 DESCRIPTION

A. General

Test all equipment, cable and software furnished and installed under these Project Special Provisions. 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 specified in the Project Special Provisions and Plans.

B. Tabletop Test

The Contractor must conduct a test of the new equipment and software at a location near the project area in the presence of the Department. Demonstrate that all the equipment and software are working together in full compliance with the Project Special Provisions.

During the test, interconnect all the electronics and some of the sensors just as they will be interconnected at the Screening System, except that all the devices will be in the same room. Load all microprocessors with all of the software and configuration parameters that will be integrated at the Screening System.

At a minimum, test the following items:

- WIM Controller and Cabinet
- Screening system electronics
- ALPR system
- Transponder reader system
- Freeze-frame camera equipment, including frame grabber
- Piezoelectric Quartz Sensors
- Inductive Loops
- Lane Control Signs
- Infrared Illuminators

Develop a detailed test procedure and obtain Department approval before the tests are conducted. Allow 30 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. Environmental testing of equipment is not required if the manufacturer certifies that the equipment meets the project environmental specifications. Rewrite the proposed demonstration tests at no additional cost to the project to correct deficiencies noted in the original version. During the testing, perform additional tests if the Department's representative requests 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 Contractor of his responsibility to provide a completely acceptable and operating system that meets the requirements of these Project Special Provisions.

C. Operational Tests

Conduct approved tests on all installed equipment and software; both weigh station building and field. Perform these tests in the presence of the Department. The following separate tests are required:

WIM and Screening Sensors

Repeat the tabletop test where practical, but with all equipment installed and connected. Test the system loops, PQS, and over-height detection. Use real vehicles to test the system.

Transponder Reader System

Repeat the tabletop test where practical, but with all equipment installed and connected. Use real vehicles to test the system.

ALPR System

Repeat the tabletop test where practical, but with all equipment installed and connected. 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.

Lane Control Sign System

Repeat the tabletop test where practical, but with all equipment installed and connected. Use real vehicles to test the system.

D. Observation Period

After all equipment and software comprising the system has been accepted, satisfactory completion of the system acceptance test, and after the training is complete, a 60-day observation period begins. The Department will be responsible for operating the system during this period. The goal of the observation period is to demonstrate that the system has been properly installed and integrated, performs properly, and complies with the Project Special Provisions.

The following conditions apply to the observation period:

- During the entire observation period, ensure the system monitors all the components of the screening system, including the ALPR system, and performs all the 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, and then the observation period for the failed item begins again for the full 60-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 WIM equipment and ALPR systems.

- If any other problem is discovered, such as erroneous computations, the observation period will be suspended until the Contractor fixes 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 60-day 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 communication 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 all failed hardware items.

Upon successful completion of the Observation Period, the Department will accept the system, providing that all errors and omissions in Contractor-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.

18.2 MEASUREMENT AND PAYMENT

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

19. TRAINING

19.1 DESCRIPTION

Provide two, two-day training sessions to be scheduled separately, a minimum of 12 hours per session covering the operation of the equipment and software being supplied as part of this project, 4 people per session. Enlist manufacturer's representatives or personnel approved by the Department to conduct the training courses.

Include both classroom instruction and practical experience on the central equipment. 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.

Limit training courses to no more than six hours of training in any one day. Conduct all courses on weekdays at times to be specified by the Department. Training will be held at the I-77 southbound weigh station.

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 courses 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 videotape or DVD to the Department at the conclusion of the training.

19.2 MEASUREMENT AND PAYMENT

Training will be measured and paid for at the contract lump sum price for the work detailed in this section. No measurement will be made of instructors, materials, 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

20. DOCUMENTS AND SUBMITTALS

20.1 GENERAL

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

Provide all drawings on 22"X34" sheet of paper unless approved by the Engineer otherwise. The drawing must fill the entire sheet of paper excluding a 2" border all around.

Allow 30 days for all documentation and submittal reviews unless otherwise stated in these Project Special Provisions. 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

20.2 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).

20.3 MECHANICAL

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

20.4 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.

20.5 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.

20.6 BLOCK DIAGRAMS AND USER MANUALS

Provide block diagrams with the material submittals for those items listed below. Provide User and Instruction Manuals (prior to training) for those items listed below:

- Screening System Field Equipment, including ALPR system, and freeze-frame camera system
- Screening System Cabinet
- Screening System Controller
- Piezoelectric Quartz Sensors
- And other system's boards/assemblies that help in understanding, troubleshooting, and repairing the system and/or system's components.

20.7 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.

20.8 USE BY NCDOT AND 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.

20.9 MEASUREMENT AND PAYMENT

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

21. SYSTEM WARRANTY

21.1 DESCRIPTION

A. General

Unconditionally warrant the performance of all systems and subsystems installed under this contract, including all equipment, hardware, and software for a period of one (1) year from the successful completion of the 60-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. Consider this warranty period to be part of the work required to be completed by the final completion date of the project.

B. Period of Performance

The period of performance for the Warranty shall be one (1) year from the successful completion of the 60-day observation period.

The warranty coverage will be renewable on an annual basis for an additional three (3) years by mutual consent of both parties at the lump sum bid price for "System Warranty". This will be considered the annual payment. The additional three (3) year warranty payment will not be a part of this contract.

C. 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 the six (6) month interval. 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:

- Test signal level and lead-in cable of piezoelectric quartz sensors and loops. Repair or replace as required.
- Verify all loop and sensor performance and reliability. Adjust calibration on devices to meet the specifications defined herein for each device. Repair or replace equipment as required to meet specifications.
- 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.
- Check the calibration of and clean (if needed) the transponder antenna.
- Clean the interior and exterior of WIM electronics, power supplies, controllers and communications equipment in the equipment cabinet. Repair or replace as required.
- Check condition of all WIM cables and connectors, terminal strips, and back-up batteries. Repair or replace as required.
- Perform visual inspection of the equipment cabinet. Repair or replace 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 ALPR system. Adjust, repair or replace as required.
- Calibrate the piezoelectric quartz sensors at the six (6) month interval or according to manufacturer's recommendations. Ensure the calibration includes verifying system and interface operations. Vehicles to be used for calibrating the sensors will be provided by the Department.
- 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 screening 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 Contractor. 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 Contractor (at no additional cost to the Department), if any operation fails or any system degradation is encountered as a result of a software upgrade.

D. Warranty Evaluation

One (1) month 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 Contractor 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 Contractor. Document all repairs or replacements completed, providing the documentation to the Department prior to the end of the warranty period. .

E. 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 Contractor.

F. Traffic Control

Provide traffic control for all maintenance activities requiring lane closures. Traffic control activities shall be in accordance with NCDOT standards. When lane closures are required for preventative maintenance, document the proposed traffic control plan and coordinate lane closure activities with the Department thirty (30) days prior to the preventative maintenance activities. When lane closures are required for emergency maintenance, coordinate lane closure activities with the Department as soon as practicable.

21.2 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 Contractor, 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.

21.3 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.

21.4 MEASUREMENT AND PAYMENT

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

No measurement will be made for providing labor, parts, materials, shipping, vehicles, tools, test equipment, traffic control, 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

Not Valid Unless Signed - This seal applies to this Section 22 "Metal Pole Supports" only

22. METAL POLE SUPPORTS

22.1 Metal Pole Supports – All Poles

A. General:

Furnish and install 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 pole supports and associated foundations.

Provide metal pole 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* 5th Edition, 2009 (hereafter called 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 and providing pole dimensions (i.e. pole height, arm attachment height) for the structure for approval prior to submitting shop drawings for approval.

Ensure that metal poles permit cables to be installed inside poles and any required mast arms. For holes in the poles and arms used to accommodate cables, provide full-circumference grommets. Arm flange plate wire access holes should be deburred, non grommeted, and oversized to fit around the 2" diameter shaft flange plate wire access hole.

After fabrication, have steel poles, required mast arms, and all parts used in the assembly hot-dip galvanized per section 1076 of the *2012 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications*. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during galvanization process. Provide hot-dip galvanizing on structures that meets or exceeds AASHTO M 111. Provide galvanizing on hardware that meets or exceeds AASHTO M 232. Ensure that threaded material is brushed and re-tapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

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

Applicable Standard Drawings for Metal Poles are included in the plans that supplement these project special provisions. These drawings are located on the Department's website:
http://www.ncdot.gov/doh/preconstruct/traffic/ITSS/ws/mpoles/poles.html

Comply with article 1098-1B "General Requirements" of 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 drawing details, 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 "General Requirements" of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, metal pole 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 Pole Loading Diagram	1	1	Submit field elevation data that support dimensions shown on pole loading diagrams.
Custom Pole Shop Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media Show NCDOT inventory number(s) in or above the title block
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.
Foundation Calculations	1	1	Not required for Standard QPL Poles
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 designs showing the NCDOT 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. Incomplete submittals will be returned without review.

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.

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. Provide welding that conforms to Article 1072-20 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 from plate steel meeting, as a minimum, the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250, AASHTO M270 Gr 36 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.

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 (SP09-R005) located at:

https://connect.ncdot.gov/resources/Specifications/Pages/Specifications-and-Special-Provision.aspx

For each structural bolt and other steel hardware, hot dip galvanizing shall conform to the requirements of AASHTO M 232. 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.

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 metal pole structure 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 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 1076-6 "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.

22.2. METAL POLE WITH MAST ARM

Provide pole support 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 that allowable mast arm deflection does not exceed that allowed by AASHTO. When arm is fully loaded, tip of the arm shall not deflect below the centerline of the arm attachment point to the pole for all load conditions.

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.

A. Materials:

Fabrication of two ply pole shafts and arms is unacceptable with the exception of fluted members.

After all fabricating, cutting, punching, and welding are completed, hot-dip galvanize the structure in accordance with the AASHTO M 111.

B. 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.

22.3 Drilled Pier Foundations for Metal Poles

Analysis procedures and formulas shall be based on AASHTO, ACI code and per FHWA manuals. 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 shear force and axial force for the foundation design.

Foundation designed for lateral load shall not exceed 1" lateral deflection at top of foundation.

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 drilled pier foundation design, consideration may be given to use a different type of foundation or allow 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.

A. Description:

Furnish and install foundations for NCDOT 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 Standards and Section B4 (Non-Standard Foundation Design) below.

B. 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 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 may be designed.

For non-standard site-specific poles, the contractor-selected pole fabricator/consultant will determine if the addition of wing walls is necessary for the drilled pier 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 soil test location with the following information: "Intersection of *(Route or SR #)*, *(Street Name)* and *(Route or SR #)*, *(Street Name)*, _____ County, Pole Inventory No. _____". Pole numbers should be made available to the Drilling 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 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 and a general description of the soil types encountered.

3. Determination of Design N Value:

Use the following method for determining the Design N-value:

$$N_{AVG} = \frac{(N@1' + N@2.5' + \ldots\ldots N@\text{Deepest Boring Depth})}{\text{Total Number of N-values}}$$

$$Y = (N@1')^2 + (N@2.5')^2 + \ldots\ldots (N@\text{Deepest Boring Depth})^2$$

$$Z = (N@1' + N@2.5' + \ldots\ldots N@\text{Deepest Boring Depth})$$

$$N_{STD\ DEV} = \left[\frac{(\text{Total Number of N-values} \times Y) - Z^2}{(\text{Total Number of N-values}) \times (\text{Total Number of N-values} - 1)} \right]^{0.5}$$

Design N-value equals lesser of the following two conditions:

$N_{AVG} - (N_{STD\ DEV} \times 0.45)$

Or

$$\text{Average of First Four N-Values} = \frac{(N@1' + N@2.5' + N@5' + N@7.5')}{4}$$

Note: If less than 4 N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of zero for weight of hammer or weight of rod. If N-value is greater than 50, reduce N-value to 50 for calculations.

Submit completed boring logs; location plan, including a summary letter signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina; collected in accordance with Section 2 (Soil Test) above along with pole loading diagrams from the plans to the contractor-selected pole fabricator to assist in the pole and foundation design.

If one of the following occurs, contact the Engineer.

- The Design N-value is less than 4.
- The drilled pier length, "L" is greater than the depth of the corresponding boring.

Foundation designs are based on level ground around the pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than 10 feet from the top of an embankment slope, the Contractor is responsible for providing slope information to the foundation designer and to the Engineer so it can be considered in the design.

If assistance is needed, contact the Engineer.

4. 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 5.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT version 8.0 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. Submit foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction. Foundations installed without prior approval may be rejected.

C. Drilled Pier Construction:

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision (SP09-R005). This provision is located at:

https://connect.ncdot.gov/resources/Specifications/Pages/Specifications-and-Special-Provision.aspx

22.4. Custom Design of Metal Pole Supports

A. General:

Design metal pole supports consisting of metal poles with mast 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 pole heights to the Engineer.

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 pole number shown on the ITS plan.

Design all metal pole support structures using the following AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3-3.
- 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 11.7.3 and 11.7.4, 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 1.0.
- 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.

Unless otherwise specified by special loading criteria, compute ice load for all attachments to the mast arm in accordance with article 3.7 of AASHTO. Use projected areas and weights of loads defined in the Mast Arm Loading Schedule on the metal pole loading diagram shown on the Plans.

Ensure that designs provide a removable pole cap with stainless steel attachment screws for each pole top and mast arm end.

B. Metal Poles:

Submit design drawings for approval. Show all the necessary details and calculations for the metal poles including the foundation and connections. Include pole 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 2" diameter hole on the shaft side of the connection to allow passage of cables from the pole to the arm.

Calculate ice loading as specified in article 3.7 of AASHTO.

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.

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.

C. 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.

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.

22.5. Metal Pole Removals

A. Description:

Remove and dispose of existing metal poles including mast arms, lane control signs, electrical wires, and connections. Saw or cut the anchor bolts off level with the top of the foundation.

1. Construction Methods:

Assume ownership of the metal poles, remove the metal poles, and promptly transport the metal poles from the project. Use methods to remove the metal poles and attached equipment that will not

result in damage to other portions of the project or facility. Repair damages that are a result of the Contractor's actions at no additional cost to the Department.

Transport and properly dispose of the materials.

Backfill and compact disturbed areas to match the finished ground elevation. Seed unpaved areas.

22.6. POLE NUMBERING SYSTEM

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".

22.7. MEASUREMENT AND PAYMENT

Actual number of metal poles with mast arms furnished, 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.

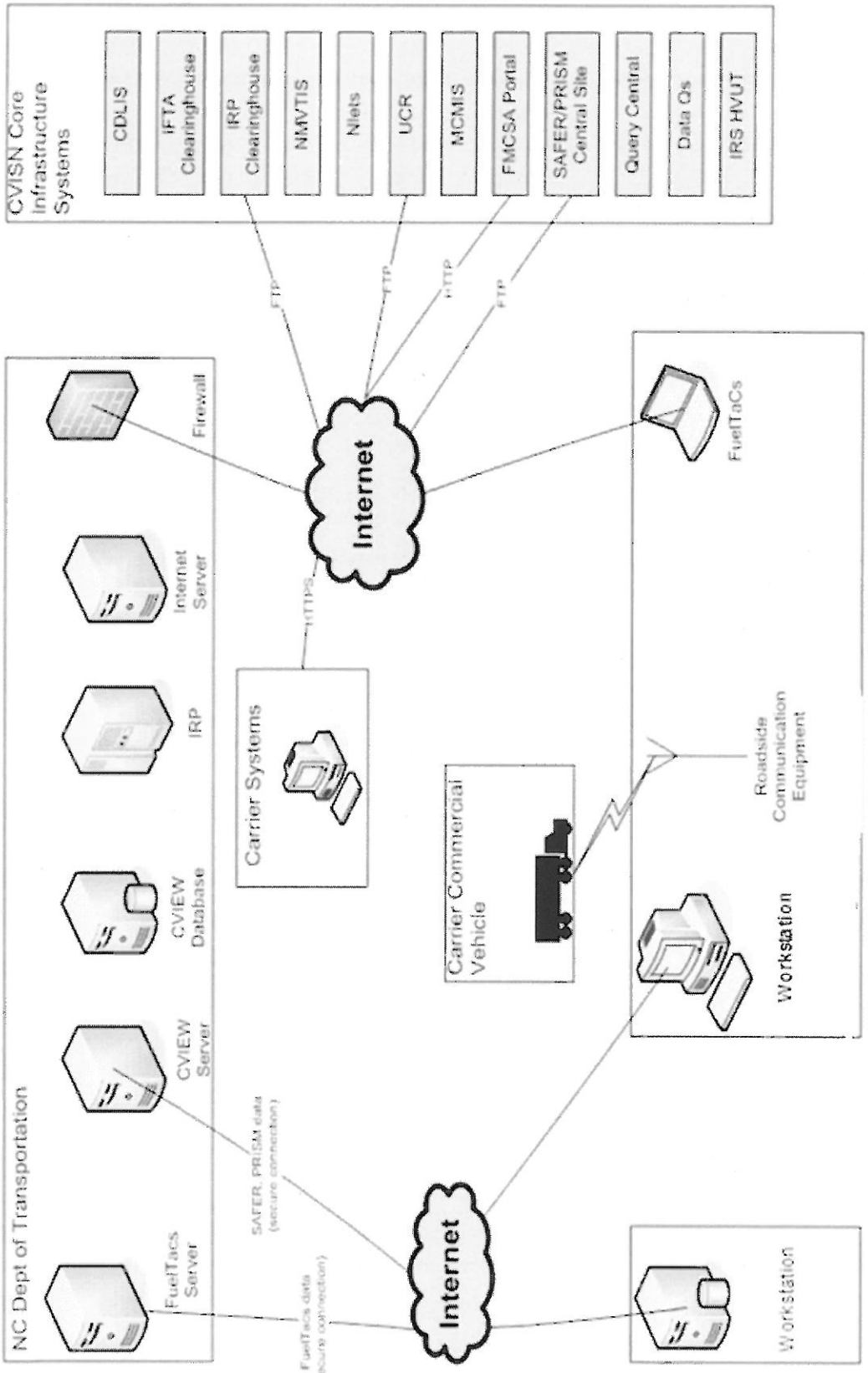
Actual number of metal poles removed and disposed.

No measurement will be made for designs for metal poles or metal poles with mast arm, foundation designs prepared with metal pole designs, as these will be considered incidental to designing metal support structures.

Payment will be made under:

Metal Pole with Mast Arm.....Each
Soil Test.....Each
Drilled Pier Foundation.....Cubic Yard
Metal Pole Removal.....Each

Figure 1 NC Pass Diagram



Federal Special Provisions

AWARD OF CONTRACT

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".

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

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%

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.

MINIMUM WAGES GENERAL DECISION NC130097 01/04/2013 NC97

Date: January 4, 2013

General Decision Number: NC130097 01/04/2013 NC97

Superseded General Decision Numbers: NC20120097

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Jackson	Surry
Ashe	Macon	Swain
Avery	McDowell	Transylvania
Cherokee	Mitchell	Watauga
Clay	Polk	Wilkes
Graham	Rutherford	Yancey

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, railroad construction, bascule, suspension and spandrel arch bridges designed for commercial navigation, bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	01/04/13

SUNC2011-078 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)	13.29	
CEMENT MASON/CONCRETE FINISHER		
Cherokee County	13.95	
Remaining Counties	13.82	
IRONWORKER (Reinforcing)	13.81	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	13.07	
Common or General		
Cherokee County	10.59	
Jackson County	10.36	
McDowell County	10.83	
Mitchell and Yancey Counties	11.17	
Remaining Counties	11.01	
Swain County	11.24	
Concrete Saw	11.61	
Landscape	9.57	
Luteman	12.24	
Mason Tender (Cement/Concrete)	10.53	
Pipelayer	9.00	
Traffic Control (Flagger)	10.31	
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe	14.75	
Broom/Sweeper	12.29	

	Rates	Fringes
Bulldozer	14.37	
Crane	16.75	
Grader/Blade	15.98	
Loader	14.21	
Mechanic	14.00	
Milling Machine	14.43	
Oiler	11.50	
Paver	12.00	
Roller		
Alleghany and Cherokee Counties	12.91	
Remaining Counties	13.39	
Scraper	12.29	
Screed	15.82	
Tractor	13.60	
TRUCK DRIVER		
Dump Truck	12.52	
Lowboy Truck	15.71	
Single Axle Truck	11.83	
Water Truck	13.82	

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date,

5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE

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.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

LINE	ITEM NUMBER	SECT	DESCRIPTION	QUAN	UNIT	UNIT BID	AMOUNT BID
1	0000100000-N	800	Mobilization	1	LS		
2	3030000000-E	862	Steel Beam Guardrail	1,125	LF		
3	3270000000-N	SP	Guardrail Anchor Units, Type 350	1	EA		
4	4589000000-N	SP	Traffic Control	1	LS		
5	7060000000-E	1705	Signal Cable	715	LF		
6	7300000000-E	1715	Unpaved Trenching (1) (1")	250	LF		
7	7300000000-E	1715	Unpaved Trenching (1) (2")	200	LF		
8	7300000000-E	1715	Unpaved Trenching (2) (2")	350	LF		
9	7300000000-E	1715	Unpaved Trenching (4) (2")	765	LF		
10	7324000000-N	1716	Junction Boxes (Standard Size)	4	EA		
11	7348000000-N	1716	Junction Boxes (Oversized)	13	EA		
12	7444000000-E	1725	Inductive Loop Sawcut	840	LF		
13	7516000000-E	1730	Communications Cable (12-Fiber)	1,360	LF		
14	7540000000-N	1731	Splice Enclosure	1	EA		
15	7552000000-N	1731	Interconnect Center	1	EA		
16	7588000000-N	SP	Metal Pole with Mast Arm	2	EA		
17	7613000000-N	SP	Soil Test	2	EA		
18	7614100000-E	SP	Drilled Pier Foundation	16	CY		
19	7684000000-N	1750	Cabinet Foundation	1	EA		
20	7901000000-N	1753	Cabinet Base Extender	1	EA		
21	7972000000-N	SP	Metal Pole Removal	1	EA		
22	7980000000-N	SP	5/8"x10' Grounding Electrode	3	EA		
23	7980000000-N	SP	Freeze-Frame Camera Assembly	1	EA		
24	7980000000-N	SP	LED Lane Control Signs	2	EA		
25	7980000000-N	SP	Piezoelectric Quartz Sensors (Set)	2	EA		
26	7980000000-N	SP	Transponder Reader	1	EA		
27	7985000000-N	SP	ALPR System	1	LS		
28	7985000000-N	SP	Base Mounted Equipment Cabinet	1	EA		
29	7985000000-N	SP	Screening System Controller and Intergration	1	LS		

CONTINUED ON NEXT PAGE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

LINE	ITEM NUMBER	SECT	DESCRIPTION	QUAN	UNIT	UNIT BID	AMOUNT BID
30	7985000000-N	SP	Screening System Interface	1	LS		
31	7985000000-N	SP	System Warranty	1	LS		
32	7985000000-N	SP	Training	1	LS		
33	7990000000-E	SP	4-Wire Coppper Feeder Conductors	50	LF		
34	7990000000-E	SP	#4 AWG Solid Bare Copper Grounding Conductor	30	LF		

***TOTAL BID FOR PROJECT*:_____**

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by_____ _____(date)

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_____.

_____

Signature of Notary Public

NOTARY SEAL

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

_____ day of _____, 20_____.

_____

Signature of Notary Public **NOTARY SEAL**

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 Manager_____

Signature of Witness 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

_____ day of _____, 20_____.

_____

Signature of Notary Public **NOTARY SEAL**

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

_____ _____ By _____
Signature of Witness or Attest 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

_____ _____ By _____
Signature of Witness or Attest 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

_____ _____ By _____
Signature of Witness or Attest Signature of Contractor

_____ _____
Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this the
_____ day of _____, 20_____.

_____
Signature of Notary Public
of _____County.
State of _____
My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this the
_____ day of _____, 20_____.

_____
Signature of Notary Public
of _____County.
State of _____
My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this the
_____ 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 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

_____ day of _____, 20_____.

_____

Signature of Notary Public **NOTARY SEAL**

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

_____ day of _____, 20_____.

_____

Signature of Notary Public

NOTARY SEAL

of _____County.

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.

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

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

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

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

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

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

DEBARMENT CERTIFICATION

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

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

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

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

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

Failure to submit a non-collusion 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.

Contract No: DK00091

County: Surry

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

_____
Contract Officer

_____
Date

LISTING OF DBE SUBCONTRACTORS

Sheet___of ____

FIRM NAME AND ADDRESS	MBE OR WBE	ITEM NO.	ITEM DESCRIPTION	*AGREED UPON UNIT PRICE	**DOLLAR VOL. OF SUBLET ITEM

****DOLLAR VOLUME OF DBE SUBCONTRACTOR_____**
DBE PERCENTAGE OF TOTAL CONTRACT BID PRICE_____
** Must have entry even if figure to be entered is zero.
This form must be completed in order for the Bid to be considered responsive. Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.

* **THE DOLLAR VOLUME SHOWN IN THIS COLUMN SHALL BE THE ACTUAL PRICE AGREED UPON BY THE PRIME CONTRACTOR AND THE DBE SUB-CONTRACTOR. THESE PRICES WILL BE USED TO DETERMINE THE PERCENTAGE OF DBE PARTICIPATION IN THE CONTRACT.**