STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 13

PROPOSAL

DATE AND TIME OF BID OPENING: JUNE 19, 2019 AT 2:00 PM

CONTRACT ID: 11901232

WBS ELEMENT NO.: 33879.2.81

FEDERAL AID NO.: STATE FUNDED

COUNTY: BUNCOMBE

TIP NO.: DU-0014

MILES: 1.6 MILES

ROUTE NO.: I-40

LOCATION: FROM 400' WEST OF SR-1208 (JUSTICE RIDGE RD) 1.6 MILES TO THE I-40 WESTBOUND WEIGH STATION

TYPE OF WORK: I-40 EASTBOUND WEIGH STATION UPGRADE

NOTICE:

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

THIS IS A ROADWAY PROJECT. **BID BONDS ARE REQUIRED.**

NAME OF BIDDER

ADDRESS OF BIDDER

PROPOSAL FOR THE CONSTRUCTION OF

CONTRACT No. 11901232 IN BUNCOMBE COUNTY, NORTH CAROLINA

Date_____ 20_____

DEPARTMENT OF TRANSPORTATION,

ASHEVILLE, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **11901232**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **11901232** in **Buncombe County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. 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 TWO decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to 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. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
   a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
      Corporations that have a corporate seal should include it on the bid.
   b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
   c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 55 ORANGE STREET, BY 2:00 PM ON WEDNESDAY, JUNE 19, 2019.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

    QUOTATION FOR CONTRACT #11901232 – I-40 EASTBOUND WEIGH STATION UPGRADE IN BUNCOMBE COUNTY TO BE OPENED AT 2:00 PM ON WEDNESDAY, JUNE 19, 2019.

    ATTN: DAN JOHNSON

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

N. C. DEPARTMENT OF TRANSPORTATION
ATTN: DAN JOHNSON
55 ORANGE STREET
ASHEVILLE, NC 28801

PROJECT SPECIAL PROVISIONS

GENERAL

DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)(12-1-16) SPD 01-410

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

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

BOND REQUIREMENTS:

(06-01-16) 102-8, 102-10 SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *2018 Standard Specifications for Roads and Structures.*

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *2018 Standard Specifications for Roads and Structures*.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07) 108 SP1 G10 A

The date of availability for this contract is **July 22, 2019**.

The completion date for this contract is **February 27, 2020**.

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.

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:
(2-20-07) 108 SP1 G14 B

The Contractor shall not narrow or close a lane of traffic on **I-40**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.

2. For **New Year's Day**, between the hours of **6:00 AM** December 31st and **7:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 PM** the following Tuesday.

3. For **Easter**, between the hours of **6:00 AM** Thursday and **7:00 PM** Monday.

4. For **Memorial Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.

5. For **Independence Day**, between the hours of **6:00 AM** the day before Independence Day and **7:00 PM** the day after Independence Day.

   If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.

7. For **Thanksgiving Day**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.

8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Six Hundred Dollars ($ 600.00**) per hour.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:
(2-20-07) 108 SP1 G14 C

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-40** during the following time restrictions:

DAY AND TIME RESTRICTIONS

6:00 AM to 7:00 PM (EVERYDAY)

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 **Six Hundred Dollars ($ 600.00)** per hour.

PROSECUTION OF WORK:
(7-1-95) (Rev. 8-21-12) 108 SP1 G15R

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

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **$ 600.00** 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.

NO MAJOR CONTRACT ITEMS:
(2-19-02) (Rev. 8-21-07) 104

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

NO SPECIALTY ITEMS:
(7-1-95) 108-6 SP1 G34

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

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

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

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

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 2-19-19) 102-15(J) SP1 G67

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.

http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf

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

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

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

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

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

Combined MBE/WBE Goal

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

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

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

(1) *If the anticipated MBE participation is more than zero,* the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above.

(2) *If the anticipated MBE participation is zero,* the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

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

(1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.

(2) *If the anticipated WBE participation is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

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

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the Combined MBE / WBE goal. The Directory can be found at the following link.
https://www.ebs.nc.gov/VendorDirectory/default.html

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit <u>all</u> MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

(1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.

(2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.

(3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

(1) *If the Combined MBE/ WBE goal is more than zero,*

(a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

(b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

(c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

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

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE Goal, the firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet the Combined MBE/WBE goal by virtue of the work it performs on the contract with its own forces. However,

all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth 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 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE goal. If the lack of this participation drops the commitment below the Combined MBE/WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of 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 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

One complete set and **three (3)** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth 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 10:00 a.m. 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 MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2^{nd} and 3^{rd} tier subcontractors).

(C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

(E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.

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

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

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE goal.

(2) The bidders' past performance in meeting the contract goal.

(3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

Non-Good Faith Appeal

The 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 MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal

(A) Participation

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

(B) Joint Checks

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

and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

(1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

(1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE goal.

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

(3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

(5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

(6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

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

MBE/WBE Replacement

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

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

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

(a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
(b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
(c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
(d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
(e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
(f) The listed MBE/WBE subcontractor is not a responsible contractor;
(g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
(h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
(i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
(j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

When a committed MBE/WBE is terminated for good cause as stated above, an additional MBE/WBE that was submitted at the time of bid may be used to fulfill the MBE/WBE

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

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

(1) Copies of written notification to MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

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

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

(3) A list of reasons why MBE/WBE quotes were not accepted.

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

(B) Decertification Replacement

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

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments.
The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95) 102-14 SP1 G88

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

SUBSURFACE INFORMATION:

(7-1-95) 450 SP1 G112 A

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

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06) SP1 G150

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

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

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

PROJECT SPECIAL PROVISIONS

ROADWAY

GUARDRAIL END UNITS, TYPE - TL-3:

(4-20-04) (Rev. 7-1-17) 862 SP8 R65

Description

Furnish and install guardrail end units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2018 Standard Specifications*, and at locations shown in the plans.

Materials

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

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 3, in accordance with Article 106-2 of the *2018 Standard Specifications*.

(B) Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the *2018 Standard Specifications*.

No modifications shall be made to the guardrail end 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 *2018 Standard Specifications* and is incidental to the cost of the guardrail end unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2018 Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Guardrail End Units, Type TL-3	Each

FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES:

(1-17-12) (Rev. 1-16-18) 9, 14, 17 SP9 R05

Description

Foundations for metal poles include foundations for signals, cameras, overhead and dynamic message signs (DMS) and high mount and light standards supported by metal poles or upright trusses. Foundations consist of footings with pedestals and drilled piers with or without grade beams or wings. Anchor rod assemblies consist of anchor rods (also called anchor bolts) with nuts and washers on the exposed ends of rods and nuts and a plate or washers on the other ends of rods embedded in the foundation.

Construct concrete foundations with the required resistances and dimensions and install anchor rod assemblies in accordance with the contract and accepted submittals. Construct drilled piers consisting of cast-in-place reinforced concrete cylindrical sections in excavated holes. Provide temporary casings or polymer slurry as needed to stabilize drilled pier excavations. Use a prequalified Drilled Pier Contractor to construct drilled piers for metal poles. Define "excavation" and "hole" as a drilled pier excavation and "pier" as a drilled pier.

This provision does not apply to foundations for signal pedestals; see Section 1743 of the *2018 Standard Specifications* and 2018 Roadway Standard Drawing No. 1743.01.

Materials

Refer to the *2018 Standard Specifications*.

Item	Section
Conduit	1091-3
Grout, Type 2	1003
Polymer Slurry	411-2(B)(2)
Portland Cement Concrete	1000
Reinforcing Steel	1070
Rollers and Chairs	411-2(C)
Temporary Casings	411-2(A)

Provide Type 3 material certifications in accordance with Article 106-3 of the *2018 Standard Specifications* for conduit, rollers, chairs and anchor rod assemblies. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store foundation and anchor rod assembly materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

Use conduit type in accordance with the contract. Use Class A concrete for footings and pedestals, Class Drilled Pier concrete for drilled piers and Class AA concrete for grade beams and wings including portions of drilled piers above bottom of wings elevations. Corrugated temporary casings may be accepted at the discretion of the Engineer. A list of approved polymer slurry products is available from:

connect.ncdot.gov/resources/Geological/Pages/Products.aspx

Provide anchor rod assemblies in accordance with the contract consisting of the following:

(A) Straight anchor rods,

(B) Heavy hex top and leveling nuts and flat washers on exposed ends of rods, and

(C) Nuts and either flat plates or washers on the other ends of anchor rods embedded in foundations.

Do not use lock washers. Use steel anchor rods, nuts and washers that meet ASTM F1554 for Grade 55 rods and Grade A nuts. Use steel plates and washers embedded in concrete with a thickness of at least 1/4". Galvanize anchor rods and exposed nuts and washers in accordance with Article 1076-4 of the *2018 Standard Specifications*. It is not necessary to galvanize nuts, plates and washers embedded in concrete.

Construction Methods

Install the required size and number of conduits in foundations in accordance with the plans and accepted submittals. Construct top of piers, footings, pedestals, grade beams and wings flat, level and within 1" of elevations shown in the plans or approved by the Engineer. Provide an Ordinary Surface finish in accordance with Subarticle 825-6(B) of the *2018 Standard Specifications* for portions of foundations exposed above finished grade. Do not remove anchor bolt templates or pedestal or grade beam forms or erect metal poles or upright trusses onto foundations until concrete attains a compressive strength of at least 3,000 psi.

(A) Drilled Piers

Before starting drilled pier construction, hold a predrill meeting to discuss the installation, monitoring and inspection of the drilled piers. Schedule this meeting after the Drilled Pier Contractor has mobilized to the site. The Resident or Division Traffic Engineer, Contractor and Drilled Pier Contractor Superintendent will attend this predrill meeting.

Do not excavate holes, install piles or allow equipment wheel loads or vibrations within 20 ft of completed piers until 16 hours after Drilled Pier concrete reaches initial set.

Check for correct drilled pier alignment and location before beginning drilling. Check plumbness of holes frequently during drilling.

Construct drilled piers with the minimum required diameters shown in the plans. Install piers with tip elevations no higher than shown in the plans or approved by the Engineer.

Excavate holes with equipment of the sizes required to construct drilled piers. Depending on the subsurface conditions encountered, drilling through rock and boulders may be required. Do not use blasting for drilled pier excavations.

Contain and dispose of drilling spoils and waste concrete as directed and in accordance with Section 802 of the *2018 Standard Specifications*. Drilling spoils consist of all materials and fluids removed from excavations.

If unstable, caving or sloughing materials are anticipated or encountered, stabilize holes with temporary casings and/or polymer slurry. Do not use telescoping temporary casings. If it becomes necessary to replace a temporary casing during drilling, backfill the excavation, insert a larger casing around the casing to be replaced or stabilize the excavation with polymer slurry before removing the temporary casing.

If temporary casings become stuck or the Contractor proposes leaving casings in place, temporary casings should be installed against undisturbed material. Unless otherwise approved, do not leave temporary casings in place for mast arm poles and cantilever signs. The Engineer will determine if casings may remain in place. If the Contractor proposes leaving temporary casings in place, do not begin drilling until a casing installation method is approved.

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain the required slurry properties at all times except for sand content.

Define a "sample set" as slurry samples collected from mid-height and within 2 ft of the bottom of holes. Take sample sets from excavations to test polymer slurry immediately after filling holes with slurry, at least every 4 hours thereafter and immediately before placing concrete. Do not place Drilled Pier concrete until both slurry samples from an excavation meet the required polymer slurry properties. If any slurry test results do not meet the requirements, the Engineer may suspend drilling until both samples from a sample set meet the required polymer slurry properties.

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the *2018 Standard Specifications* except for the following:

(1) Inspections for tip resistance and bottom cleanliness are not required,
(2) Temporary casings may remain in place if approved, and
(3) Concrete placement may be paused near the top of pier elevations for anchor rod assembly installation and conduit placement or

(4) If applicable, concrete placement may be stopped at bottom of grade beam or wings elevations for grade beam or wing construction.

If wet placement of concrete is anticipated or encountered, do not place Drilled Pier concrete until a concrete placement procedure is approved. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed Drilled Pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings is approved.

Use collars to extend drilled piers above finished grade. Remove collars after Drilled Pier concrete sets and round top edges of piers.

If drilled piers are questionable, pile integrity testing (PIT) and further investigation may be required in accordance with Article 411-5 of the *2018 Standard Specifications*. A drilled pier will be considered defective in accordance with Subarticle 411-5(D) of the *2018 Standard Specifications* and drilled pier acceptance is based in part on the criteria in Article 411-6 of the *2018 Standard Specifications* except for the top of pier tolerances in Subarticle 411-6(C) of the *2018 Standard Specifications*.

If a drilled pier is under further investigation, do not grout core holes, backfill around the pier or perform any work on the drilled pier until the Engineer accepts the pier. If the drilled pier is accepted, dewater and grout core holes and backfill around the pier with approved material to finished grade. If the Engineer determines a pier is unacceptable, remediation is required in accordance with Article 411-6 of the *2018 Standard Specifications*. No extension of completion date or time will be allowed for remediation of unacceptable drilled piers or post repair testing.

Permanently embed a plate in or mark top of piers with the pier diameter and depth, size and number of vertical reinforcing bars and the minimum compressive strength of the concrete mix at 28 days.

(B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans, accepted submittals and Section 410 of the *2018 Standard Specifications*. If unstable, caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved.

Construct cast-in-place reinforced concrete footings, pedestals, grade beams and wings with the dimensions shown in the plans and in accordance with Section 825 of the *2018 Standard Specifications*. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a 3/4" horizontal width

for pedestal and grade beam edges exposed above finished grade. Place concrete against undisturbed soil or backfill and fill in accordance with Article 410-8 of the *2018 Standard Specifications*. Proper compaction around footings and wings is critical for foundations to resist uplift and torsion forces.

(C) Anchor Rod Assemblies

Size anchor rods for design and the required projection above top of foundations. Determine required anchor rod projections from nut, washer and base plate thicknesses, the protrusion of 3 to 5 anchor rod threads above top nuts after tightening and the distance of one nut thickness between top of foundations and bottom of leveling nuts.

Protect anchor rod threads from damage during storage and installation of anchor rod assemblies. Before placing anchor rods in foundations, turn nuts onto and off rods past leveling nut locations. Turn nuts with the effort of one workman using an ordinary wrench without a cheater bar. Report any thread damage to the Engineer that requires extra effort to turn nuts.

Arrange anchor rods symmetrically about center of base plate locations as shown in the plans. Set anchor rod elevations based on required projections above top of foundations. Securely brace and hold rods in the correct position, orientation and alignment with a steel template. Do not weld to reinforcing steel, temporary casings or anchor rods.

Install top and leveling (bottom) nuts, washers and the base plate for each anchor rod assembly in accordance with the following procedure:

(1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.
(2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
(3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.
(4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time.
(5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
(6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.

(7) Tighten top nuts to snug-tight with the full effort of one workman using a 12" wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.

(8) Repeat (7) for leveling nuts.

(9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).

(10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of 2 flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

NUT ROTATION REQUIREMENTS (Turn-of-Nut Pretensioning Method)	
Anchor Rod Diameter, inch	**Requirement**
≤ 1 1/2	1/3 turn (2 flats)
> 1 1/2	1/6 turn (1 flat)

Follow a star pattern cycling through each top nut at least twice.

(11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.

(12) Between 4 and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

TORQUE REQUIREMENTS	
Anchor Rod Diameter, inch	**Requirement, ft-lb**
7/8	180
1	270
1 1/8	380
1 1/4	420
≥ 1 1/2	600

If necessary, retighten top nuts in the presence of the Engineer with a calibrated torque wrench to within ± 10 ft-lb of the required torque. Do not overtighten top nuts.

(13) Do not grout under base plate.

Measurement and Payment

Foundations and anchor rod assemblies for metal poles and upright trusses will be measured and paid for elsewhere in the contract.

No payment will be made for temporary casings that remain in drilled pier excavations. No payment will be made for PIT. No payment will be made for further investigation of defective piers. Further investigation of piers that are not defective will be paid as extra work in accordance with Article 104-7 of the *2018 Standard Specifications*. No payment will be made for remediation of unacceptable drilled piers or post repair testing.

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08) Z-2

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

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

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

STANDARD SPECIAL PROVISION

ERRATA

(10-16-18) (Rev.1-15-19) Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

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

Division 7

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

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

Division 10

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

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

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

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

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

Division 17

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

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

Directional Drill (1)(1.25″) Linear Foot

STANDARD SPECIAL PROVISION

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

(3-18-03) (Rev. 5-21-19) Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09) Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

TITLE VI AND NONDISCRIMINATION:

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

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:
In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:
(i) Withholding payments to the contractor under the contract until the contractor complies; and/or
(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

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

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**
The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.

3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:
   "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."
4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
   1. Applicability
      Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
   2. Eligibility
      Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
   3. Time Limits and Filing Options
      Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
      (i) The date of the alleged act of discrimination; or

(ii) The date when the person(s) became aware of the alleged discrimination; or
(iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints
   Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. Discrimination Complaint Form
   Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
6. Complaint Basis
   Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

TABLE 103-1
COMPLAINT BASIS

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. *(Executive Order 13166)*
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin *(Limited English Proficiency)*	Place of birth. Citizenship is not a factor. (*Discrimination based on language or a person's accent is also covered)*	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.

	Note: Sex under this program does not include sexual orientation.		
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) *(Religion/ Creed in all aspects of any aviation or transit-related construction)*	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. ***Note:*** Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. *(49 U.S.C. 5332(b);* *49 U.S.C. 47123)*

(3) **Pertinent Nondiscrimination Authorities**

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) **Additional Title VI Assurances**

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

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

(i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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

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

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

3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING

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

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

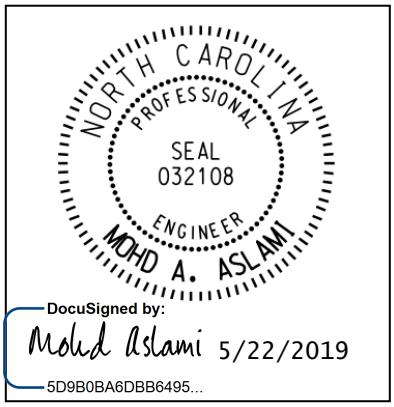
Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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



This seal is for sections 1-27 only.

Not Valid Unless Signed

WBS: 33879.2.81
UPGRADE EXISTING, I-40 EASTBOUND WEIGH STATION WITH AUTOMATED VEHICLE IDENTIFICATION SYSTEM, WEIGH-IN-MOTION, TIRE MONITORING SYSTEM, AUTOMATED LICENSE PLATE READER, AND OTHER DEVICES
PROJECT SPECIAL PROVISIONS

Contents

1. GENERAL REQUIREMENTS

1.1. DESCRIPTION

A. General

Conform to these Project Special Provisions; the Plans; the *2018 Standard Specifications for Roads and Structures* (hereinafter referred to as the "Standard Specifications") including the revisions described below; and the *2018 NCDOT Roadway Standard Drawings* (hereinafter referred to as the "Standard Drawings").

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

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

http://it.nc.gov

B. System Description

This project consist as a minimum of furnishing and installing the following technologies in Buncombe County at the eastbound I-40 approach to the Weigh Station (near Mile Marker #41) to form an Automated Commercial Vehicle Processing System and Credential Screening System to be operated by the Highway Patrol. The overall function and operation of the Automated Commercial Vehicle Processing System and credential screening system is to provide information to the scale house and commercial vehicle driver as to actions required. This project consists of installing equipment at five (5) locations throughout the project limits as listed below:

1) ADVANCE LOCATION

a) Automated Vehicle Identification System -Transponder equipment - (AVI)

b) Weigh-in-Motion (WIM)

c) Overview Camera

d) Automatic License Plate Reader (ALPR)

e) Automated Tire Monitoring System (ATM)

f) Inductive Loops

g) Regulatory Signs

2) CLASSIFICATION LOCATION

a) Inductive Loops

3) NOTIFICATION LOCATION

a) Automated Vehicle Identification System -Transponder equipment - (AVI)

b) Changeable Message Signs (CMS) on support structure

c) Inductive Loops

4) <u>COMPLIANCE LOCATION</u>

a) Inductive Loops (main line)

b) Inductive Loops (ramp)

5) <u>SCALE HOUSE LOCATION</u>

a) Static Scales (Existing)

b) Centralized Equipment

The individual systems as listed above and their supportive components, monitors, electronics, wiring including support structures will form an Automated Commercial Vehicle Processing System and Credential Screening System to be operated by the Highway Patrol.

<u>Servers, computer workstations, and a printer called for in these Project Special Provisions will be furnished by NCSHP. If the Contractor's system requires additional servers, the Contractor shall notify Engineer so the NCSHP can obtain the additional servers.</u>

1.2. Required System Operations

Provide a fully operational Automated Commercial Vehicle Processing System and Credential Screening System. Credential screening will be based on hierarchy requirements as shown below:

a) 1st Tier Priority: Weigh in Motion, Tire Anomaly System

b) 2nd Tier Priority: In Cab-Device/Geo-Fencing system data. Data provided by these systems will be their approved NCSHP screening data and vehicle file ID information. **<u>(Any future reference to an In-Cab device shall imply either a Transponder System and/or Geo-Fencing Type System, where applicable).</u>**

c) 3rd Tier Priority: Automated License Plate Reader

The required operations of this system are based on processing criteria established for the WIM, ATM, AVI systems (Transponder/Geo-Fencing systems with criteria established in their NCSHP approved screening data and vehicle file ID information), ALPR & Overview Camera information, while the vehicles are traveling on the mainline of the Interstate. The CMS will direct the commercial vehicles in compliance based on the Tier Priorities listed above to bypass the weigh station, thus ensuring greater efficiencies for both the commercial vehicles and the weigh station. Vehicles not meeting the established Tier Priority criteria, or selected for a random pull-in, will be notified by the CMS to enter the weigh station for further processing. The Automated Commercial Vehicle Processing System and Credential Screening System will be responsible for making the sort decision.

The system shall ensure that all Commercial Vehicles that are equipped with an In-Cab device receives a Sort Decision and the Vehicles ID record/information from the Credential Screening System. The Sort Decision will also be displayed on the CMS. Additionally, each **Roadside Transponder System and/or Geo-Fencing Type System** is required to send back to the Credential Screening System's "Confirmation Database", a confirmation record consisting of the information received from the Credential Screening System and the sort decision.

Data obtained from the ALPR identification system will be used as a 3rd tier data source in instances where 1) the AVI Systems (Transponder & Geo-Fencing System) does not supply their NCSHP approved screening data and vehicle file ID information and/or 2) for those vehicles not participating in a Transponder/Geo Fencing type system.

A. Processing of Commercial Vehicles

The following scenario describes how commercial vehicles will be processed:

1) All trucks approaching the weigh station will be directed into the right lane of I-40 by means of static signing located prior to the Advance Location.

   As a truck passes the Advance Location, the equipment in the right-most lane will collect vehicle Weight in Motion (WIM) data consisting of axle weight and spacing, gross vehicle weight, vehicle speed, classification, vehicle length and Automatic Tire Monitoring (ATM) data. Vehicles equipped with an In-Cab Transponder or Geo-Fencing type system will push their data (NCSHP approved screening data and vehicle file ID information) for their Vehicles to the Automated Commercial Vehicle Processing System and Credential Screening System.

   Additionally, an Automated License Plate Reader (ALPR) camera/system will take a photo of the vehicles license plate for character recognition for comparison to the database records along with an overview CCTV camera that captures images of each truck as they travel past the location. Images of the vehicles are transmitted to the Scale House Server and become part of the Vehicle ID Record that will be comprised of the WIM data, ATM data, Transponder/Geo-Fencing data and ALPR. All Vehicle ID data/record will be forwarded to the Scale House Server for processing.

2) At the Classification Station embedded loop sensors provide tracking information related to the vehicle with regards to vehicle speed, classification, and vehicle length.

3) At the Notification Location, all commercial vehicles are directed by the CMS as to either Enter or Bypass the Weigh Station based on the Tier Priority data established above. Commercial vehicles not equipped with In-Cab Device will be directed by the CMS to either Enter or Bypass the Weigh Station for further processing based on evaluated results obtained from the WIM, ATM and data received (credential & Safety) from the ALPR. Commercial Vehicles equipped with an In-Cab Device that has been pre-cleared by the sort system (based on weight, tire pressures and other criteria listed above) are allowed to bypass the weigh station. All vehicles are subject to a random pull in requirement.

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

1.3. MATERIAL

A. Qualified Products

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

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

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

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

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

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

B. Warranties

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

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

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

C. Firmware and Licensing Upgrades

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

Provide three (3) copies of all software packages on CD-ROM.

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

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

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

D. Plan of Record Documentation

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

1.4. CONSTRUCTION METHODS

A. General

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

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

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

B. Regulations and Codes

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

When required by the local ordinances and governmental agencies, upon completion of the work, have all systems inspected and approved in writing by the authorized governmental electrical inspector for the area. Furnish written certification of the authorized inspector's approval to the Engineer. Inspection by the authorized governmental electrical inspector does not eliminate nor take the place of the inspections by the Engineer. Upon the Engineer's receipt of written certification and the Contractor's written request for a final inspection of the installations, the Engineer will perform a final inspection.

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

C. Maintenance and Repair of Material

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

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

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

D. Wire and Cable

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

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

Maintain color-coding of wires through splices.

Protect ends of wire and cable from water and moisture.

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

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

E. Inductive Loop Tests and Grounding

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

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

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

F. Electrical Bonding

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

1.5. MEASUREMENT AND PAYMENT

There will be no direct payment for work covered in this section. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this section. Include the incidental costs for furnishing and/or installing materials and equipment expressly required under the contract for successful completion of the contract, but whose measurement and payment is not specifically stated under any of the contract pay items, into the unit cost(s) for the various items in the contract.

2. MOBILIZATION

2.1. DESCRIPTION

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

2.2. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

Pay Item	**Pay Unit**
Mobilization	Lump Sum

3. UNDERGROUND CONDUIT

3.1. DESCRIPTION

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

3.2. MATERIAL

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

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

Furnish underground PVC or HDPE conduits as shown in the Plans. All vertical conduit segments located above grade (i.e. entrance/exit to electrical service, equipment disconnect, pole mounted cabinet, entrances into building structures, vertical transitions up support structures) must be rigid galvanized steel.

3.3. CONSTRUCTION METHODS

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

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

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

3.4. MEASUREMENT AND PAYMENT

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

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

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

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

Payment will be made under:

Pay Item	**Pay Unit**
Unpaved Trenching (1) (1")	Linear Foot
Unpaved Trenching (1) (2")	Linear Foot
Unpaved Trenching (2) (2")	Linear Foot
Unpaved Trenching (3) (2")	Linear Foot
Unpaved Trenching (4) (2")	Linear Foot
Directional Drill (2) (2")	Linear Foot

4. JUNCTION BOXES

4.1. DESCRIPTION

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

4.2. MATERIAL

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

Refer to Article 1098-5 (Junction Boxes).

Refer to Section 1005 (General Requirements for Aggregate) of the Standard Specifications.

Refer to Article 1091-5(B).

4.3. CONSTRUCTION METHODS

Install junction boxes in compliance with all requirements of Section1716-3 of the Standard Specifications and record and provide the real world coordinates for all junction boxes and cabinets as required by this section of the Standard Specifications.

Install standard size and oversized junction boxes.

4.4. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

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

5. FIBER-OPTIC CABLE

5.1. DESCRIPTION

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

5.2. MATERIAL

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

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

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

5.3. CONSTRUCTION METHODS

Install fiber-optic cable in compliance with all requirements of Section 1730-3 of the Standard Specifications.

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

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

5.4. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

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

6. DELINEATOR MARKERS

6.1. DESCRIPTION

Furnish and install delineator markers with all necessary hardware.

6.2. MATERIALS

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

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

6.3. CONSTRUCTION METHODS

Install delineator markers at each junction box housing fiber optic communications cable. Comply with all requirements of Section 1733-3 of the Standard Specifications.

6.4. MEASUREMENT AND PAYMENT

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

Payment will be made under:

Pay Item	**Pay Unit**
Delineator Markers	Each

7. FIBER-OPTIC INTERCONNECT CENTERS

7.1. DESCRIPTION

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

7.2. MATERIALS

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

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

7.3. CONSTRUCTION METHODS

Install fiber-optic splice centers, perform termination and splicing, and test in compliance with all requirements of Section 1731-3 of the Standard Specifications.

7.4. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

Pay Item	**Pay Unit**
Interconnect Center	Each

8. BASE MOUNTED EQUIPMENT CABINET

8.1. DESCRIPTION

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

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

The Base Mounted Equipment Cabinet will serve as an equipment cabinet to house various system components located throughout the project limits. Any reference to Roadside Equipment Cabinets will imply the use of a Base Mounted Equipment Cabinet as descried herein.

8.2. MATERIAL

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

Provide a moisture resistant coating on all circuit boards.

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least l0A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 280V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 280V.

A. Type 332 Cabinet Electrical Requirements

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 LED fixture in the rear across the top of the cabinet and another LED 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 l15VAC.

B. Type 332 Cabinet Physical Requirements

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

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

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. The shelf must extend fully to allow the table surface to retract outside the cabinet approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the controller plus 15 pounds of additional weight.

Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

8.3. CONSTRUCTION METHODS

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

Ensure space in equipment cabinet allows for all system components and network equipment.

8.4. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

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

9. CABINET BASE EXTENDER

9.1. DESCRIPTION

Furnish and install cabinet base extenders with all necessary hardware.

9.2. MATERIALS

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

Fabricate base extender from the same material and with the same finish as the cabinet housing. Fabricate base extender in the same manner as controller cabinets, meeting all applicable specifications called for in Section 6.7 of CALTRANS TEES. Provide base extenders that are a minimum height of 12 inches.

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

9.3. CONSTRUCTION METHODS

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

(a) Seal between cabinet base and cabinet base extender.
(b) Seal 2-piece cabinet base extender seams, and
(c) Seal space between cabinet base extender and foundation.

9.4. MEASUREMENT AND PAYMENT

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

Payment will be made under:

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

10. CABINET FOUNDATIONS

10.1. DESCRIPTION

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

Furnish either poured concrete foundations or furnish preformed cabinet pad foundations and all necessary hardware.

10.2. MATERIAL

Refer to Section 1098-15 (Signal Cabinet Foundation) of the Standard Specifications. Ensure foundation extends a minimum of 24 inches outward at both the front and rear access doors to provide a work area for the Technician.

Refer to Section 1000-4 (Portland Cement Concrete) of the Standard Specifications

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

10.3. CONSTRUCTION METHODS

Comply with Section 825 of the Standards Specifications.

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

10.4. MEASUREMENT AND PAYMENT

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

Payment will be made under:

Pay Item	**Pay Unit**
Cabinet Foundations	Each

11. ELECTRICAL SERVICE

11.1. Description

Install new electrical service equipment as shown in the Plans. The first item of work on this project is the installation of all electrical service pedestal, poles, and meter base/disconnect combination panels to expedite the power service connections. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the *Standard Specifications*, the Project Special Provisions, and all local ordinances. All work involving electrical service shall be coordinated with the appropriate utility company and the Engineer.

Obtain the maximum available ground fault current from the utility company. Print this information on a durable label and adhere to the dead front of the disconnect.

11.2. Materials

A. Meter Base/Disconnect Combination Panel

Provide material, equipment and hardware under this section that is pre-approved on the 2018 ITS and Signals QPL by the date of equipment installation.

Furnish and install new meter base/disconnect combination panels at locations shown in the Plans. Provide meter base/disconnect combination panels that have a minimum of four (4) spaces in the disconnect. Furnish each with a minimum of 10,000 RMS symmetrical amperes short circuit current rating in a lockable NEMA 3R enclosure. Ensure meter base/disconnect combination panel is listed as meeting UL Standard UL-67 and marked as being suitable for use as service equipment. Ensure circuit breakers are listed as meeting UL-489. Fabricate enclosure from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. All exterior surfaces must be powder coated steel. Provide ground bus and neutral bus with a minimum of four terminals and a minimum wire capacity range of number 14 through number 2/0 AWG.

Furnish 6” x 6” x 8’ wood pedestals for electrical service equipment as shown in the Plans.

Furnish NEMA Type 3R meter base rated 100A minimum for overhead service and 200A minimum for underground service that meets the requirements of the local utility. Provide meter base with ampere rating of meter sockets based on sockets being wired with insulated wire rated at least 167°. With each meter base, provide a blank meter socket cover made from UV stabilized polycarbonate or metal and that is either clear or gray in color to prevent access to interior of meter base until meter is installed by the local power company.

Furnish 4 terminal, 600 volt, single phase, 3-wire meter bases that comply with the following:

- Line, Load, and Neutral Terminals accept 2/0 AWG and smaller Copper/Aluminum wire,
- With or without horn bypass,
- Made of galvanized steel,
- Listed as meeting UL Standard US-414,
- Overhead or underground service entrance specified.

Furnish 1.5" watertight hub (i.e., meter socket hub) for threaded rigid conduit with meter base. Furnish and install 1.5" riser assemblies with weatherheads and clamp-on galvanized pole attachment fittings and all necessary hardware for overhead service.

At the main service disconnect, furnish and install UL-approved lightning arrestors that meet the following requirements:

- Type of design ..... Silicon Oxide Varistor
- Voltage ..... 120/240 Single Phase, 3 wire
- Maximum current ..... 100,000 amps
- Maximum energy ..... 3,000 joules per pole
- Maximum number of surges ..... Unlimited
- Response time one milliamp test ..... 5 nanoseconds
- Response time to clamp 10,000 amps ..... 10 nanoseconds
- Response time to clamp 50,000 amps ..... 25 nanoseconds
- Leak current at double the rated voltage ..... None
- Ground wire ..... Separate

B. 3-Wire Copper Service Entrance Conductors

Furnish 3-wire stranded copper service entrance conductors with THWN rating. Provide conductors with black, red, and white insulation that are intended for power circuits at 600 Volts or less and comply with the following:

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

C. 3-Wire Copper Feeder Conductors

Furnish 3-wire stranded #8 AWG copper service feeder conductors with THWN rating for supplying power to the meter base/disconnects. Provide conductors with black, white and green insulation that are 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.

D. Grounding System

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

11.3. Construction Methods

All work involving electrical service shall be coordinated with the appropriate electric utility company. Coordinate with the utility company to ascertain the feasibility of installing electrical service at each location before performing any work. Obtain all required local permits before beginning work.

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.

Direct bury pedestals that support combination panel at a minimum embedment depth of 24 inches below grade.

A. Meter Base/Disconnect Combination Panel

Install meter base/disconnect combination panels with lightning arrestors as called for in the Plans. Route the feeder conductors from the meter base/disconnect to the equipment cabinets in conduit. Provide rigid galvanized conduit for above ground and either PVC or HDPE for below ground depending on the installation method required by the plans. Install wood pedestals in compliance with all requirements of Section1720-3 of the Standard Specifications.

B. 3-Wire Copper Service Entrance Conductors

At locations shown in the Plans, furnish and install 3-wire THWN stranded copper service entrance conductors in 1.25 inch rigid galvanized risers as shown in the Plans. Install a waterproof hub on top of the electrical service disconnect for riser entrance/exit. Comply with the Standard Specifications and Standard Drawings and all applicable electrical codes.

C. 3-Wire Copper Feeder Conductors

At locations shown in the Plans, install 3-wire THWN stranded copper feeder conductors to supply 120 VAC. Size the conductors in accordance with the NEC. Comply with the *Standard Specifications* and Standard Drawings and all applicable electrical codes.

D. Grounding System

Install ground rods as indicated in the Plans. Connect the #4 AWG grounding conductor to ground rods using an irreversible mechanical crimping 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.

Submit to the Engineer a completed Inductive Loop & Grounding Test Form available on the Department's website at:

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

11.4. Measurement and Payment

Meter base/disconnect combination panel (_____) will be measured and paid as the actual number of complete and functional meter base/disconnect combination panel service locations furnished, installed and accepted. Breakers, lightning arrestors, steel banding and clamps, exposed vertical conduit runs to the cabinet, and any remaining hardware, fittings, and conduit bodies to

connect the electrical service to the cabinet will be considered incidental to meter base/disconnect combination panels. All other required feeder conductors will be paid for separately.

No measurement will be made of 6" x 6" x 8' wood pedestal as these will be incidental to furnishing and installing the Meter base/Disconnect combination panel.

3-Wire copper service entrance conductors will be incidental to furnishing and installing the meter base/disconnect combination panel.

3-Wire copper feeder conductors will be measured and paid as the actual linear feet of 3-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 irreversible mechanical crimps as they will be considered incidental to the installation of the ground rod.

#4 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**
Meter Base/Disconnect Combination Panel	Each
3-Wire Copper Feeder Conductors	Linear Foot
5/8" X 10' Grounding Electrode	Each
#4 Solid Bare Grounding Conductor	Linear Feet

12. WEIGH IN MOTION SYSTEM

12.1. DESCRIPTION

The following is a Performance Based Specification. Furnish and install a Weigh in Motion System (WIM) on the mainline, consisting of in road sensors and road side electronics. Ensure the WIMs data is transmitted from the roadside controller to the scale house server to be utilized in the Credential Screening Processes.

As part of the Credential Screening System Requirements the data obtained from the WIM system shall be packaged and made available to all Commercial Vehicle Supplier's which host an

In-Cab Device. The weight data will be made part of vehicle record that will include date, time and vehicle speed, and other information typically supplied with a WIM system.

12.2. Materials

Ensure the piezoelectric quartz sensors shall meet or exceed the performance criteria of Type III WIM Systems, ASTM E 1318-09 Standard Specification for Highway WIM Systems with User Requirements and Test Methods.

Furnish piezoelectric quartz sensors that have an uncompensated temperature coefficient of sensitivity of no more than +/-0.02%/ºC.

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

The gross and individual axle weights of each vehicle shall be accurately established to within the error limits listed in Table 1. These error limits shall be maintained within a confidence level of two standard deviations (95%) for a minimum sample of 100 vehicles. The sample shall consist of a variety of multiple-axle trucks passing over the sensors at speeds ranging from a minimum of 10 mph to a maximum of 100 mph. Tank trucks, livestock, car haulers and those vehicles whose suspension characteristics are determined to affect the scale performance shall not be included in the sample nor shall trucks whose speed varies by 10% or more.

Table 1 - Piezoelectric Quartz Sensors Accuracy

PARAMETER	TOLERANCE
Single Axle Weight	± 15% of actual weight
Axle Group (2 or more) Weight	± 10% of actual weight
Gross Weight	± 6% of actual weight
Axle Spacing	± 6 inches
Vehicle Speed	± 1 mph
Temperature Coefficient of Sensitivity	-.02% per degree C

The actual weight is defined as the vehicle weight established by static weighing on a multi-platform truck scale properly operating within the appropriate tolerance as established for a Class IIIL device as defined by the National Institute of Standards and Technology Handbook 44. The

piezoelectric quartz sensors shall operate over an ambient temperature range of -40 to +134 degrees F with 10 to 100% humidity.

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

The piezoelectric quartz sensors shall perform the following functions:

- Operate at vehicle speeds between 10 and 100 mph.
- Determine the compliance of each vehicle based on single-axle weight, axle group weight, and GVW.
- For each vehicle in excess of 39,000 pounds GVW, determine the compliance of the on-sensor vehicle with the Bridge Formula.
- Store data (including images) by truck classification broken down by day, month, and calendar year.
- The piezoelectric quartz sensor classifier/controller shall be capable of downloading all data stored on its internal or external storage device.
- The piezoelectric quartz sensor classifier/controller shall be capable of receiving executable control command.
- Suitably demonstrate that the piezoelectric quartz sensors will provide a service life exceeding 7 years. This can be provided by documented customer feedback on operating sites in use and by life cycle cost evaluation.

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

The necessary hardware and software will be standard with the WIM. The processing components of the system shall generate a data output that is sent to the Scale house along with the ATM, ALPR, Transponder Data, Overview Camera Image, etc..

A. Sensor Sealant

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

Provide a sealant that meets the following requirements:

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

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

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

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

12.3. CONSTRUCTION METHODS

A. Installation

Install and space apart from each other the individual piezoelectric quartz sensors as shown in the Plans and as recommended by the manufacturer.

The piezoelectric quartz sensor configurations shall be installed in accordance with the manufacturer's recommendations and shall be designed to monitor a single lane of traffic. Ensure the design and layout of the piezoelectric quartz sensor configurations shall ensure the system independently weighs both sides of the vehicle thus obtaining weight information sufficient to determine any side-to-side balance condition of the vehicle.

The saw slots including tail and lead-in sections for the piezoelectric quartz sensor configurations, must be dry and free of debris prior to their installation. Use compressed air to remove debris and moisture from the saw slot as necessary.

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

Seal the piezoelectric quartz sensors and associated lead-in cable in an epoxy sealant to prevent moisture penetration. Install piezoelectric quartz sensors in such a manner that they will not be damaged by road maintenance such as snow removal. Warranty piezoelectric quartz sensors for a minimum of three (3) years against defects in materials or workmanship.

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

Connect the ends of the lead-in cable coaxial cable to the equipment controller's charge amplifier inputs as directed by the manufacturer. Program the equipment controller as instructed by the manufacturer's representative. Establish communications between the equipment controller and downstream equipment controller and the Scale House via the fiber optic cable system and perform calibrations test as required.

B. Calibration and Acceptance

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

Conduct the calibration procedure as follows:

- Weigh the vehicle using the static weigh scales. Record the weight information on the front (single axle), drive (tandem axle group), and trailer (tandem axle group). Calculate the Gross Vehicle Weight (GVW) of the vehicle by adding the three weights together,
- Measure and record the distance between the five (5) individual axles on the truck,
- Use the test vehicle and make three (3) test passes over the system under test at a selected speed, which is indicative of the truck traffic at the site. Make adjustments on site during this time to fine tune the axle spacing, and weight output of the WIM system, and

- Once all initial adjustments have been made, make two (2) additional test passes with the test vehicle to confirm the accuracy of the adjustments. If all the readings fall within the ASTM ranges for the WIM, continue the tests. If this is not the case, make additional adjustments and make two (2) more confirming passes with the test truck.

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

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

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

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

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

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

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

12.4. MEASUREMENT AND PAYMENT

Weigh In Motion System will be measured and paid as the actual number of Weigh In Motion Systems furnished, installed, and accepted. Measurement will be made for the equipment controller and software, cables, amplifiers, epoxy, Piezoelectric quartz sensors, electrical conductors, Ethernet (3 foot or 6 foot) cables, conduit, condulets and conduit fittings located between the sensors and the

equipment cabinet, acceptance testing, testing vehicle and set-up, as this will be considered incidental to furnishing and installing the Weigh in Motion System.

Payment will be made under:

Pay Item	**Pay Unit**
Weigh In Motion System	Each

13. AUTOMATED TIRE MONITORING SYSTEM

13.1. DESCRIPTION

The following is a Performance Based Specification. Furnish and install an Automated Tire Monitoring System (ATM) on the mainline, consisting of in road sensors and road side electronics. Ensure the ATM data is transmitted from the roadside controller to the scale house server to be utilized in the Credential Screening Processes.

As part of the Credential Screening System Requirements the data obtained from the ATM system shall be packaged and made available to all Commercial Vehicle Supplier's which host an In-Cab Device. The Tire Anomaly Data will be made part of vehicle record that will include tire type, underinflated and flat tire flags and other information typically supplied with an ATM System.

13.2. Requirements

Furnish and install an ATM consisting of in road sensors and road side electronics that will interpolate tire pressures, missing tires and identification of single tires, dual tires and wide based tires (super singles).

The ATM must be able to detect tire anomalies of commercial vehicles at highway speeds (20 to 75 mph) in steady state traffic flows. Ensure, in general, the sensors for the ATM can operate successfully when installed in a mainline or ramp application at WIM locations where trucks are being weighted and screened for enforcement activities. For this project the ATM will be installed along the mainline.

The ATM shall be able to detect Wide Based Tires, Single Tires, Dual Tires and flat tires. The system shall have a referenceable accuracy exceeding 80%.

The ATM detection sensors must be able to be installed in existing highway pavements without the need for special concrete slabs or site preparation. The sensors shall be of a size that will afford installation in the existing pavement without overly distressing or reducing the life of the existing pavement. Installation of sensors shall be accomplished by installing the sensors in a prepared cut in the existing pavement and secured and encapsulated with a vendor supplied adhesive grout. Sensors shall be replaceable upon failure.

A. Sensor Sealant

Provide an epoxy grout to secure and seal the sensor in the pavement that has minimum flexural strength of 10,000 psi and is approved by the manufacturer of the ATM sensor.

13.3. CONSTRUCTION METHODS

A. Installation

Install the in-road sensor equipment as directed by the manufacturer and as shown in the Plans. The saw slots including tail and lead-in sections for the sensor configurations, must be dry and free of debris prior to their installation. Use compressed air to remove debris and moisture from the saw slot as necessary.

Mount and install the sensors precisely flush with the surface of roadway and/or as directed by the manufacturer.

Seal the sensors and associated lead-in cable in an epoxy sealant to prevent moisture penetration. Install sensors in such a manner that they will not be damaged by road maintenance such as snow removal. Warranty sensors for a minimum of three (3) years against defects in materials or workmanship.

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

Connect the ends of the lead-in cable to the roadside electronics equipment as directed by the manufacturer. Program the roadside electronics as instructed by the manufacturer's representative. Establish communications between the ATM and the Scale House via the fiber optic cable system.

B. Acceptance Testing

Perform acceptance test using a five (5) axle, test vehicle/tractor/trailer combination (3S2), complete with air ride suspension and a non-shifting static load. Load the truck to within 50% of allowable Gross Vehicle Weight for the road under test. The State will furnish the test vehicle.

Conduct the acceptance test procedure as recommend by the manufacturer using the calibration vehicle as necessary. As a minimum, using the test vehicle with a missing tire to simulate a tire anomaly.

Demonstrate through the acceptance tests that the system passes all criteria and accuracy reporting.

- Using the test truck, make a minimum of ten (10) passes at a selected speed that is indicative of the truck traffic at the test site;
- Record the number of times the system indicates a tire anomaly to ensure the system meets an 80% or better accuracy rate in reporting a Tire Anomaly.

13.4. MEASUREMENT AND PAYMENT

Automated Tire Monitoring System will be measured and paid as the actual number of Automated Tire Monitoring System furnished, installed, and accepted. Measurement will be made for the equipment controller and software, cables, epoxy, sensors, electrical conductors, Ethernet (3

foot or 6 foot) cables, conduit, condulets and conduit fittings located between the sensors and the equipment cabinet, acceptance testing, testing vehicle and set-up, as this will be considered incidental to furnishing and installing the Automated Tire Monitoring System.

Payment will be made under:

Pay Item	**Pay Unit**
Automated Tire Monitoring System	Each

14. INDUCTIVE DETECTION LOOPS

14.1. DESCRIPTION

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

14.2. Materials

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

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

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

14.3. 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.

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

Install conduit bushings from edge of pavement to junction box.

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

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

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

14.4. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

Pay Item	Pay Unit
Inductive Loop Sawcut	Linear Foot

15. LEAD-IN CABLE

15.1. Description

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

15.2. MATERIALS

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

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

15.3. CONSTRUCTION METHODS

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

Splicing of lead-in cable is not allowed.

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

15.4. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

Pay Item	Pay Unit
Lead-In Cable	Linear Foot

16. AUTOMATED VEHICLE IDENTIFICATION

16.1. DESCRIPTION

The following is a Performance Based Specification. Furnish and install an Automated Vehicle Identification System (AVI) on the mainline, which consists of cabinet electronics, interface equipment, transponders and software with all necessary hardware in accordance with the Plans and these Project Special Provisions. Provide a new AVI system where indicated in the Plans. Reference to the AVI Equipment, Transponder or AVI Antenna in this section is inclusive of the AVI system.

Ensure that AVI data is transmitted from the roadside controller to the scale house server to be utilized in the Credential Screening Processes. As part of the Credential Screening System Requirements the data obtained from the AVIs shall be made a part of the vehicle record for that commercial vehicle as it approaches the Weigh Station.

Remove the existing Transponder, metal pole, and solar power equipment from the project and deliver this equipment to the Engineer. This equipment will not be re-installed on this project.

16.2. MATERIALS

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

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

The transponder system shall, at a minimum, have the capability to read and write to the in-cab electronic equipment and cause the in-cab electronics to activate red or green signals and audible alerts to the driver. The transponder system shall be able to direct a specific trigger to a specific target transponder.

A. Transponder System:

A transponder system shall be installed at locations shown on the Plans.
With an accuracy of 99.95%, the transponder system shall be able to receive and transmit to in-cab electronics equipment with vehicles operating at speeds up to 100 mph and correctly report the transponder ID to the screening system controller.

The power requirements of the transponder shall be 120V, 60 Hz, 20W AC power. Communications between the transponder system and other devices shall be through Ethernet communications and/or EIA-232/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:

Furnish Dipole antenna, or other antenna meeting the intent of these specifications, operating at 915 MHz and are rated as meeting NEMA 6P or equivalent. This functionality is required because the transponder record for the vehicle shall be matched up with the Credential Screening system data and other in-lane sensors to create a complete vehicle record for processing.

16.3. CONSTRUCTION METHODS

Install and integrate the AVI electronics inside the roadside equipment cabinet and install the new AVI antennas in accordance with the manufacturer's recommendations. Secure antenna to the structure using mounting hardware approved by the manufacturer. Mount the AVI antenna at a height and angle that ensures it covers the intended travel lane. Mount the antenna to meet NCDOT requirement s for vertical clearances of sign and bridge structures. Prepare all forms and complete all necessary requirements on behalf of the Department to obtain any FCC licenses required for the AVI equipment.

16.4. MEASUREMENT AND PAYMENT

Automated Vehicle Identification System will be measured and paid as the actual number of Automated Vehicle Identification System furnished, installed, integrated, and accepted. This payment will be for each installation of an AVI Antenna and it's corresponding roadside electronics equipment installed in the roadside equipment cabinet. Included in this payment is the software, integration and obtaining the FCC license approval. No separate measurement will be made for the cabling, connectors, Ethernet (3 foot or 6 foot) cables, attachment assemblies, condulets, grounding equipment, surge protectors, or any other equipment required to install the *Automated Vehicle Identification System* as these will be considered incidental to furnishing and installing the *Automated Vehicle Identification System*.

Removal of the existing transponder, metal pole, and solar power equipment from the project will be consider incidental to furnishing and installing the *Automated Vehicle Identification System.*

Metal poles will be paid for separately.

Payment will be made under:

Pay Item	**Pay Unit**
Automated Vehicle Identification System	Each

17. AUTOMATED LICENSE PLATE READER SYSTEM

17.1. Description

Furnish and install an Automated License Plate Rader System (ALPR) equipment with all necessary hardware and software in accordance with the Plans and these Project Special Provisions. Provide an overview image of the vehicle and automatically locate and identify with the corresponding alphanumeric information and jurisdiction/location of issue.

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

Ensure the captured still frame image and data captured by the ALPR system is transmitted with the vehicle record from the roadside controller to the scale house server to form an Automated Commercial Vehicle Processing System and credential screening system.

Ensure the ALPR still frame image correspond with the matching Overview Camera images as discussed elsewhere in these Project Special Provisions.

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

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

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

Furnish an ALPR system with a plate read rate of better than 80% (all characters correctly read for 80% of readable license plates) at speeds up to 75 miles per hour.

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

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

ALPR Camera systems meeting the intent of these specifications will be considered as being in "Substantial Conformance".

17.2. Material

A. Camera

Furnish an ALPR camera that complies with the following:

- Self-illuminating Infrared (IR) illuminators utilizing driver safe non-visible light (greater than 750nm) and only activated when images are being captured.
- IR light-emitting diodes (LEDs) utilized must be "pulsed" to enhance license plate capture.
- IR camera illumination certified to be "eye safe" by an independent testing agency.
- Ultra high resolution with dual color/black white image capture and digital signal processing to reduce color noise.
- Enhanced low light resolution (1.2 million pixels).
- Shutter speed of 1/10,000 sec exposure setting.
- Vibration resistance: 10G (20Hz-200Hz).
- Integrate the camera and ALPR processor into a single, sealed housing enclosure that is impervious to weather and environmental elements and tested to IP68 standards.
- Produces multiple license plate images, with no moving parts in the dual-lens cameras, per vehicle with varying flash, shutter and gain settings to ensure a high quality image regardless of weather or lighting conditions. Lens must capture up to 60 frames per second.
- Integrated ALPR processor with hardware AES encryption to NIST FIPS 197 with optional hardware data encryption.
- ALPRs weighing no more than 16 lbs. (including housing) and operating on less than 25S, 48V DC power with an external trigger mode and a "self trigger mode" to detect the presence of a commercial motor vehicle license plate in the camera's field of view.
- A camera with day/night capabilities is required. Night overview images will be black and white. Daylight images will be in color.
- Operates during typical rain and snow events.
- Triggered by embedded loops in the roadway.

B. ALPR System Software

Furnish ALPR System Software with the following requirements:

- Provide variants of the Optical Character Recognition (OCR) engine that are designed specifically for NC and regional license plates. Provide OCR updates for new plate designs as required.
- Utilizes internal camera controls to facilitate automated setting for optimum flash, gain and shutter configurations.
- Integrates into a wide variety of systems via relay output, RS232, TCP/IP Ethernet with socket and FTP protocols, as well as IP connectivity.
- Offer standard software JPEG compression, with optional hardware JPEG compression.
- Fully web-enabled and IP-addressable.

- Provide a feature to enable or disable, at the user's discretion, "fuzzy logic" plate matching to enable the system to match common number character issues (o/0 and 8/B) or unknown characters.
- Captures a live, corresponding color overview image of the vehicle and simultaneously displaying the captured license plate, along with the date and time stamp of the image and a percentage of confidence rate for each license plate. The confidence level is defined as the percentage of time that an interpretation of that confidence will be correct. For example, an interpretation with a confidence of 95 percent should be correct 95 percent of the time.
- Allow a minimum of 16 GB of optional compact flash storage to allow for buffering of data.
- Provides a permanent record of all interpretations and captured images in a chronological order rate of up to 45 images per minutes as determined by the operator. The operator can directly input whether the interpretation is correct while viewing the image. The system must keep a record of the operator inputs.
- Operator interface that allows reviewing and modifying license plate records associated with each vehicle record.
- Decode license plate numbers into a digital string and associate the captured image and license plate number into a single vehicle record file.
- Provide a still image capture of each commercial motor vehicle for identification purposes; include the original image of the license plate number in the field of view.
- Attaches unique identifying information to each license plate number image capture in order to ensure data integrity and proper vehicle image association with other collection data.
- Provide dynamic exposure control including automated recalibration process to optimize the license plate number decode performance.
- Provide an operator interface to include database remote query functionality.

C. Camera Housing

Furnish the camera housing to meet the following requirements:

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

D. Surge Suppression

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

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

17.3. Construction Methods

Comply with the manufacturer's recommendations for installation, conforming to these Project Special Provisions and following the following requirements:

- Install ALPR camera as directed by the Manufacturer to achieve the most accurate and desirable image.
- Install ALPRs with a fixed focal point or target distance.
- Furnish all cabling and camera connectors from the same manufacturer as the ALPR system.
- Use stainless steel banding to attach the ALPRs to the pole.
- Protect all equipment by a surge protector at each end of the cable and connecting each power conductor to ground. Integrate the camera and its output images into the ALPR system including the ALPR software and database search engines to form a part of the Automated Commercial Vehicle Processing System and credential screening system.

17.4. MEASUREMENT AND PAYMENT

Automated License Plate Reader System will be measured and paid as the actual number of ALPR systems furnished, installed, and accepted. No separate measurement will be made for integration, database search engines, software, camera, camera assemblies, IR illuminators, cabling, connectors, Ethernet (3 foot or 6 foot) cables, attachment assemblies, condulets, grounding equipment, surge protectors, testing, training or any other equipment or labor required to install the ALPR system as these will be considered incidental to furnishing and installing the ALPR system.

Payment will be made under:

Pay Item	**Pay Unit**
Automated License Plate Reader System	Each

18. OVERVIEW CAMERA ASSEMBLY

18.1. Description

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

The overview camera located at the Advance Location captures side view images of each commercial motor vehicle as they travel past the location. Ensure the side view images is transmitted with the vehicle record from the roadside controller to the scale house server. Ensure the Overview images correspond with the matching ALPR images as discussed elsewhere in these Project Special Provisions.

Camera systems meeting the intent of these specifications will be considered as being in "Substantial Conformance".

18.2. Material

A. Dual Channel CCTV Camera

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

The overview camera shall meet the following specifications:

- Dual Channel Design:
  - Color – Day
  - Black & White – Night (with a self-illuminating infrared [IR] light source)
- Lens:
  - 40-240mm afl (Day Channel)
  - 40-240 mm afl (Night Channel)
  - Light Sensitivity:

o 2 lux w/digital backlight compensation (Day Channel)
o 0.6 lux (Night Channel)
Faceplate

- Horizontal Resolution:

o 480 Lines (Day Channel)
o 570 Lines (Night Channel)

- Signal to Noise Ration:

o 50dB (Day Channel)
o 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:

o 24 VAC +5%
o 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 powder coat.
- Equipped with tempered glass front window.
- Equipped with sunshield.
- Equipped with surge suppressors on all underground conductors. Furnish video surge suppressors specifically for coaxial video transmission lines.
- Include mounting hardware to match mounting bracket.

C. Mounting Bracket

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

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

D. Cables

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

18.3. Construction Methods

Mount the overview camera to metal poles to capture a side view image of the vehicle in accordance with the manufacturer's recommendations using stainless steel banding.

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

18.4. MEASUREMENT AND PAYMENT

Overview Camera Assembly will be measured and paid as the actual number of overview camera assemblies furnished, installed, and accepted. No separate measurement will be made for integration, software, IR illuminators, cabling, connectors, attachment assemblies, condulets, grounding equipment, surge protectors, testing, training or any other equipment or labor required to install the overview camera assembly as these will be considered incidental to furnishing and installing the Overview Camera Assembly system.

Poles to support the overview camera assembly will be measured and paid for elsewhere in these Project Special Provisions

Payment will be made under:

Pay Item	**Pay Unit**
Overview Camera Assembly	Each

19. CHANGEABLE MESSAGE SIGNS

19.1. Description

Furnish and install Changeable Message Signs (CMS) at the locations shown on the plans.

Changeable Message Signs meeting the intent of these specifications will be considered as being in "Substantial Conformance" where applicable.

19.2. Material

Furnish CMS that are UL-listed and have a minimum character height of 18 inches. Ensure the CMS meets the following minimum specifications:

- Sign Dimensions: 40" H x 124"L single faced display
- The Sign enclosure shall be watertight, painted matte black, with a matte black finish.
- The Sign shall be double stroke LED. Face
- Two lines of text with 18 inch characters.
- Message visibility: 30-degree cone centered about the optical axis.
- Up to a minimum of 13 characters per line
- The Sign shall have three levels of dimming controlled by photosensors. Dimming levels shall be for day, night, and over bright conditions.
- Operating Temperature of -40°F to 120°F
- Power requirements shall be no more than 120 VAC 2.5 A continuous and shall have a maximum inrush current of 7A.
- Polycarbonate shield with anti-glare coating covering the display face.
- Ensure the sign is accessible from the front and that the polycarbonate shield covering the display face and sign face panel and can be easily hinged up to allow access to the inner workings of the sign to perform maintenance and repair when needed. Ensure that the hinging system securely locks the polycarbonate shield covering display and sign face into a safe position so as not to injure the worker when performing maintenance on the signs.

Use parts made of corrosion-resistant materials, such as plastic, stainless steel, brass, or aluminum. Use construction materials that resist fungus growth and moisture deterioration. Separate dissimilar metals by an inert dielectric material.

19.3. Messages

Ensure each CMS is designed to display the following two (2) messages:

Message 1:

TRUCK *ENTER*
WEIGH STATION

Message 2:

TRUCK *BYPASS*
WEIGH STATION

The appropriate message will be activated for the particular truck being processed. A message shall be displayed for every commercial vehicle.

19.4. Construction Methods

Install the CMS at the locations on the plans with a minimum height of 17 feet from the bottom of the CMS sign face to the highest point of the travel lane. It is the contractor's responsibility to verify the S-dimensions for the CMS to determine the proper post lengths. Install the CMS according to the manufacturer's recommendations using galvanized steel poles and hardware in concrete foundations.

Label and identify all wires and cabling as to their intended function to aid in future servicing of the CMS. Provide a labeling method that is approved by the Engineer.

Install signal cable in continuous lengths between the roadside controller cabinet and the CMS. Route the signal cable to minimize the length of signal cable installed and the number of cables and conductors in each run. Pull 36 inches of additional signal cable into the roadside controller cabinet and the CMS sign structure for maintenance purposes.

Provide electrical equipment described in this specification that conforms to the standards of NEMA, UL, or Electronic Industries Association (EIA), wherever applicable. Provide connections between controllers and electric utilities that conform to NEC standards. Provide feeder conductors and disconnects to power the CMS that are sized in accordance with the NEC.

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

Use the Roadside Equipment Cabinet to house electrical equipment and signal processing equipment necessary to operate the CMS. Install a new 2" conduit between the Roadside Equipment Cabinet and the support structure base entrance using conduit stub-outs.

The CMS message will notify the commercial vehicle to "Bypass" or "Enter" the weigh station based on the screening criteria.

In accordance with the Plan, Loop 5 activates CMS 1. Loop 6 activates CMS 2 and turns off CMS 1. When no vehicles are being processed ensure the CMS goes into blank state

19.5. MEASUREMENT AND PAYMENT

Changeable Message Sign will be measured and paid as the actual number of *Changeable Message Signs* furnished, installed, and accepted.

Each *Changeable Message Sign* consists of a sign enclosure with the pre-identified messages, electrical and signal processing equipment, communications equipment, strapping hardware, conduit, fittings, couplings, sweeps, conduit bodies, condulets, wire, feeder conductors and disconnects, signal cable between the roadside equipment cabinet and the *Changeable Message Sign*

enclosure, connectors, photo-electric sensors, tools, materials, all related testing, cost of labor, cost of transportation, incidentals, and all other equipment necessary to furnish and install the CMS system.

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

Payment will be made under:

Pay Item	**Pay Unit**
Changeable Message Sign	Each

20. COMMUNICATIONS HARDWARE

19.1 DESCRIPTION

Furnish and install all equipment described below for a fully functional minimum 100/1000 mbps Ethernet network for communication to the weigh station.

A. Managed Ethernet Switch

Furnish and install managed Ethernet switch in the scale house. Ensure that the managed Ethernet switch provides wire-speed, Ethernet connectivity at transmission rates of 1000 megabits per second to/from each device on the switch to the core switch. Center-2-field communications shall be over fiber optic cable at minimum speed of 1000 mbps. Provide the switch with adequate number of fiber ports and fiberoptic transceivers.

B. Ethernet Edge Switch

Furnish and install a hardened, field Ethernet edge switch (hereafter "edge switch") for field devices. Ensure that the edge switch provides wire-speed, Ethernet connectivity at each device location to the managed Ethernet switch. Provide adequate number of copper ports for communication with the device at 100 mbps speed. Provide the switch with adequate number of fiber ports and fiberoptic transceivers to communicate with core managed switch in the scale house.

20.2. MATERIALS

A. General

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

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

Provide all SMFO jumpers required to connect the managed Ethernet switches and proposed edge switches with the connector panels of fiber-optic splice centers. Provide SMFO jumpers that are factory-assembled with Type LC connectors. Provide SMFO jumpers that are a minimum of 3

feet in length for edge switches inside equipment cabinets. Ensure SMFO jumpers meet the operating characteristics of the SMFO cable with which it is to be coupled.

B. Managed Ethernet Switch

(1) Standards

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

- IEEE 802.1D Spanning Tree Protocol (STP),
- IEEE 802.1P Quality of Service (QoS),
- IEEE 802.1Q Virtual Local Area Networks (VLAN Tagging),
- IEEE 802.1Q-2005 Multiple Spanning Tree Protocol (MSTP),
- IEEE 802.1X Port-Based Network Access Control,
- IEEE 802.1W Rapid Spanning Tree Protocol (RSTP),
- IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX,
- IEEE 802.3X Flow Control,
- IEEE 802.3ad Link Aggregation,
- RFC 821 – Simple Mail Transfer Protocol,
- RFC 854 – Telnet Protocol Specification,
- RFC 1112 – IGMP v1,
- RFC 2131 – Dynamic Host Configuration Protocol for IPv4,
- RFC 2236 – IGMP v2,
- RFC 3315 – Dynamic Host Configuration Protocol for IPv6 (DCHCPv6),
- RFC 3376 – IGMP v3,
- RFC 2362 – Protocol Independent Multicast Sparse Mode (PIM-SM),
- RFC 3973 – Protocol Independent Multicast Dense Mode (PIM-DM),
- RFC 2328 – Open Shortest Path First (OSPF) v2,
- RFC 2338 – Virtual Router Redundancy Protocol (VRRP),
- RFC 2570:2575 – SNMP v3,
- RFC 2030 – Simple Network Time Protocol (SNTP), and
- RFC 2267 – Denial of Service (DoS).

Ensure that the managed Ethernet switch has a minimum mean time between failures (MTBF) of 10 years, or 87,600 hours, as calculated using the Bellcore/Telcordia SR-332 standard for reliability prediction.

(2) Functional

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

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1D standard,
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard,
- Support port-based VLAN and support VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and have a minimum 4-kilobit VLAN address table,

- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second and 148,800 packets per second for 100 megabits per second,
- A minimum 4-kilobit MAC address table,
- Support of Traffic Class Expediting and Dynamic Multicast Filtering,
- Support of, at a minimum, snooping of Version 2 of the Internet Group Management Protocol (IGMP),
- Support of remote and local setup and management via telnet, Secure Shell (SSHv2), or secure Web-based GUI and command line interfaces,
- Support of the Simple Network Management Protocol version 3 (SNMPv3). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP),
- Port security through controlling access by the users. Ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network,
- Support of remote monitoring (RMON-I) of the Ethernet agent, and
- Support of the TFTP and SNTP. Ensure that the managed Ethernet switches support port mirroring for troubleshooting purposes when combined with a network analyzer.

(3) Physical Features

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

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

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

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

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

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

- Ability to configure static MAC addresses,

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

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

- Have a non-blocking architecture,
- Route and switch unicast and multicast traffic simultaneously at wire speed,
- Support port mirroring and monitoring to aid in troubleshooting,
- Support QoS queue management using weighted round robin (WRR) and strict priority (SP),
- Support 10/100/1000 BaseTX ports (RJ-45),
- Provide support for the following RMON–I groups, at a minimum,
    - Part 1: Statistics
    - Part 2: History
    - Part 3: Alarm
    - Part 9: Event
- Capable of mirroring any port to any other port within the switch,
- Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports,
- Telnet/CLI,
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL), and
- Be managed through console (RS-232), telnet, and Web interface, and
- Supports download and upload of images and configurations via TFTP.
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.
- Support port mirroring and monitoring to aid in troubleshooting,

*Network Security***:** Provide managed Ethernet switches that support/comply with the following (remotely) minimum network security requirements:

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

(4) Electrical Specifications

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

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

(5) Management Capabilities

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

- Incorporate an internal temperature sensor capable of sending system log and/or SNMP traps should the switch exceed a specified warning level,
- Support automatic powering off should the temperature exceed a specified level to prevent damage to the switch,
- Support port mirroring and monitoring to aid in troubleshooting,
- Be capable of utilizing the following standard protocols:
  - Support VLAN (IEEE 802.1Q),
  - Support Multiple Spanning Tree Protocol (IEEE 802.1Q-2005)
  - Support Rapid Spanning Tree Protocol (IEEE 802.1W),
  - Support IGMP Versions 1 and 2 (RFC 1112 and 2236),
  - Support RIP Versions 1 and 2 (RFC 1058 and 1723),
  - Support OSPF Version 2 (RFC 1583 and 2328),
  - Support PIM (SM & DM),
  - Support IGMP Version 1 and 2 (RFC 1112 and 2236),
  - Support DVMRP,
  - Support VRRP (RFC 2338),
  - Support ToS/DSCP mapping to priority queue,
  - Support QoS queue management using weighted round robin (WRR) and strict priority (SP),
  - Support 10/100/1000 BaseTX ports (RJ-45),
  - Support Flow Control (IEEE 802.3x),
  - Support Gigabit Ethernet (IEEE 802.3z),
  - Support SNMP Version 1 and 3,
  - Support 4 groups of RMON-I (Groups 1-3, 9),
  - Be managed through console (RS-232), telnet, and Web interface, and
  - Supports download and upload of images and configurations via TFTP.

Ensure that the managed Ethernet switch fully supports all Layer 2 and Layer 3 management features related to multicast data transmission and routing, including, but not be limited to:

(1) An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1 D standards.
(2) An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard.
(3) A multicast forwarding database that supports a minimum of 2048 entries in hardware.
(4) A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second and 148,800 packets per second for 100 megabits per second.
(5) Support of Traffic Class Expediting and Dynamic Multicast Filtering.
(6) Support of, at a minimum, Version 2 of the Internet Group Management Protocol (IGMP).
(7) Support of remote and local setup and management via telnet, Secure Shell (SSHv2), or secure Web-based GUI and command line interfaces.
(8) Support of the SNMP protocol.

(9) Port security through controlling access by the users. Ensure that the Ethernet core switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network.

(10) Support of the TFTP-and the SNTP. Ensure that the Ethernet core switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

(6) Environmental Specifications

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

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

C. Ethernet Edge Switch

(1) Standards

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

- IEEE 802.1D standard for media access control (MAC) bridges used with the Spanning Tree Protocol (STP),
- IEEE 802.1P standard for Quality of Service (QoS),
- IEEE 802.1Q standard for port-based virtual local area networks (VLANs),
- IEEE 802.1Q-2005 standard for MAC bridges used with the Multiple Spanning Tree Protocol,
- IEEE 802.1w standard for MAC bridges used with the Rapid Spanning Tree Protocol (RSTP),
- IEEE 802.1x standard for port based network access control, including RADIUS,
- IEEE 802.3 standard for local area network (LAN) and metropolitan area network (MAN) access and physical layer specifications,
- IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX,
- IEEE 802.3x standard regarding flow control with full duplex operation, and
- RFC 783 – TFTP
- RFC 854 – Telnet Protocol Specification,
- RFC 1112 – IGMP v1,
- RFC 1541 – Dynamic Host Configuration Protocol for IPv4,
- RFC 2030 – SNTP
- RFC 2068 – HTTP
- RFC 2236 – IGMP v2,
- RFC 2865 – RADIUS
- RFC 3414 – SNMPv3-USM
- RFC 3415 – SNMPv3-VACM.

Ensure that the edge switches have a minimum mean time between failures (MTBF) of 10 years, or 87,600 hours, as calculated using the Bellcore/Telcordia SR-332 standard for reliability prediction.

(2) Functional

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

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1D standard,
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard,
- An Ethernet edge switch that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and has a minimum 4-kilobit VLAN address table (254 simultaneous),
- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second and 148,800 packets per second for 100 megabits per second,
- A minimum 4-kilobit MAC address table,
- Support of Traffic Class Expediting and Dynamic Multicast Filtering,
- Support of, at a minimum, snooping of Version 2 of the Internet Group Management Protocol (IGMP),
- Support of remote and local setup and management via telnet or secure Web-based GUI and command line interfaces,
- Support of the Simple Network Management Protocol version 3 (SNMPv3). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP),
- Port security through controlling access by the users. Ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network,
- Support of the TFTP and SNTP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

(3) Physical Features

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

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

Optical Ports: Ensure that all fiber-optic link ports operate at 1310 or 1550 nanometers in single mode. Provide fully-functional ports with Type LC connectors and the optics for the optical ports. Do not use mechanical transfer registered jack (MTRJ) or ST type connectors.

Provide 10/100/1000 mbps optical ports that consist of fiber pairs, one fiber will transmit (TX) data and one fiber will receive (RX) data. Provide optical ports that meet the following minimum requirements:

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

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

*Port Security***:** Ensure that the edge switches support/comply with the following (remotely) minimum requirements:

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

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

- Provide full implementation of IGMPv2 snooping (RFC 2236),
- Provide full implementation of SNMPv1, SNMPv2c, and/or SNMPv3,
- Capable of mirroring any port to any other port within the switch,
- Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLANs,
- Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports,
- Telnet/CLI,
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL), and
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.

*Network Security***:** Provide edge switches that support/comply with the following (remotely) minimum network security requirements:

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

(4) Electrical Specifications

Ensure that the edge switches power on and operate properly with 115 VAC. Ensure that the edge switches have a minimum operating input of 110 VAC and a maximum operating input of 130 VAC. Ensure that if the device requires operating voltages other than 120 VAC, supply the required

voltage converter. Ensure that the maximum power consumption does not exceed 50 watts. Ensure that the edge switches have diagnostic light emitting diodes (LEDs), including link, TX, RX, speed (for copper ports/RJ 45 only), and power LEDs.

(5) Environmental Specifications

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

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

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

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

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

20.3. CONSTRUCTION METHODS

A. General

Ensure that all communications hardware is UL listed.

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

Provide a System Design Report identifying or mapping IP address for each device. Submit the System Design Report for approval along with submitting product submittal data prior to installing and configuring the computer and communications hardware.

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

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

B. Managed Ethernet Switches

(1) General

Ensure that the managed Ethernet switch includes Layer 2+ capability providing architecture standardization, open connectivity (i.e., interoperability), bandwidth management, rate limiting,

security filtering, and general integration management of an advanced Ethernet switching architecture.

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

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

(2) Managed Ethernet Switch

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

(3) Ethernet Edge Switch

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

Mount the edge switch inside each field cabinet by securely fastening the edge switch to the vertical rail of the equipment rack or to a shelf using manufacturer-recommended or Engineer-approved attachment methods, attachment hardware, and fasteners. Ensure that the edge switch is mounted securely in the cabinet and is fully accessible by field technicians without blocking access to other equipment. Use fiber-optic jumpers that are factory assembled and connectorized and are certified by the fiber-optic jumpers' manufacturer to meet the relevant performance standards required below. Verify that network/field/data jumper cables meet all ANSI/EIA/TIA requirements for Category 5e 4-pair unshielded twisted pair cabling with stranded conductors and RJ45 connectors.

20.4. MEASUREMENT AND PAYMENT

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

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

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

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

No separate measurement will be made for SMFO jumpers, communication cables, Ethernet patch cables, electrical cables, mounting hardware, nuts, bolts, brackets, connectors, grounding equipment, or surge suppression, as these will be considered incidental to the pay items listed above.

Payment will be made under:

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

21. ETHERNET CABLE

21.1. Description

Furnish and install Ethernet cable to serve as interconnect between Ethernet edge switches and co-located devices in the equipment cabinet and to interconnect the Managed Ethernet switch to workstation computers and other peripheral devices in the Scale House. Ensure Ethernet cable is rated for outdoor applications where it will be installed in conduits exposed to outside weather conditions or lashed to messenger cable.

21.2. Materials

Furnish Category 5 Enhanced (5e) Ethernet cable that complies with ANSI/TIA 568-B-5 standards for four-pair shielded twisted copper for Ethernet communications. The cable shall meet all of the mechanical requirements of ANSI/ECEA S-80-576. The Ethernet cable must be rated for medium-power, network-powered broadband communications circuits and must be Type BMU network-powered broadband communications medium-power cable.

Provide a minimum of 4-pair twisted copper Ethernet cable and connectors rated for an ambient operating temperature range of -30º F to 165º F. The cable shall be shielded, outdoor-rated and have a UV-resistant jacket. The void between the insulated copper pairs and the polyethylene outer jacket shall be injected with a water resistant flooding compound. Furnish Ethernet cable with the following additional requirements:

- 24AWG (minimum) solid bare copper conductor
- High-density polyethylene insulation, PVC jacket
- UL/CSA listed

- Gel Filled
- Supports 10/100/1000 mbps
- Mean Power Sum for Equal Level Fare End Crosstalk (ELFEXT): 45dB/kft (minimum) at 772kHz
- Worst Pair Power Sum for ELFEXT: 40dB/kft (minimum) at 772kHz
- Mean Power Sum for Near-end Crosstalk (NEXT): 42dB/kft (minimum) at 772 kHz
- Average mutual capacitance: 90nf/mile (maximum)
- Ensure the jacket is printed with foot markings at a minimum of every 3 feet.

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

Pre-terminated cables in 3’ to 6’ lengths shall have their ends terminated at the factory. Long haul runs greater than 6’ shall have the ends terminated in a punch down female RJ-45 jack.

No Ethernet patch cable shall exceed 295 feet.

21.3. Construction Methods

A. General

Install Ethernet cable on new or existing messenger cable and in conduits at locations shown in the Plans. Allow a minimum of 10 feet (3 meters) of cable slack.

Ethernet cables shall not be spliced.

All cables shall be labeled with water proof, smear resistant labels that denote the equipment cabinets or housing they are run from and the device and identifier for that device to which they are connected.

B. Aerial Installation

Double lash the Ethernet cable to the messenger cable where installed aerially.

Wrap the Ethernet cable to the messenger cable using aluminum ribbon wraps where the wire supports other cables.

C. Underground Installation

Install underground Ethernet cable in conduit described in these Special Provisions and as shown in the Plans.

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

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

D. Equipment Cabinet and Scale House Cable Installation

For connections inside equipment cabinets to connect between switches and other co-located devices, provide pre-terminated jumper in 3' to 6' lengths.

Long haul cable terminations into RJ-45 jacks can have their ends installed in the field by qualified technician for connections between the Managed Ethernet switch and workstation computers and other peripheral devices.

21.4. Measurement and Payment

Ethernet Cable (Long Haul) will be measured and paid as linear feet of Ethernet Cable (Long Haul) furnished, installed, and accepted. Measurement will be taken by recording and calculating the difference in the foot marking along the cable jacket after the cable is terminated. If the foot marking cannot be recorded, then the cable length after termination will be determined by measuring the horizontal distances along which the cable lays.

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

Ethernet Cable (3 foot) and Ethernet Cable (6 foot) will be considered incidental as addressed elsewhere in the Project Special Provisions.

Payment will be made under:

Ethernet Cable (Long Haul) .....Linear Feet

22. COMPUTER HARDWARE AND PERIPHERALS

22.1. DESCRIPTION

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

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

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

A. Server

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

B. Computer Workstation

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

C. Printer

Install one laser printer in the scale house scale room.

D. UPS

Furnish and install rack-mounted uninterruptible power supply (UPS) units as described in this Project Special Provision for the equipment cabinets, managed Ethernet switches, and servers in the scale house. The UPS shall also include any ancillary equipment or incidental items, such as required mounting hardware and cabling. Furnish and install monitoring software to provide email alerts. Furnish all materials with the most recently developed and approved product versions that meet or exceed all applicable standards, specifications, and requirements before the system is considered for acceptance.

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

E. Equipment Rack

Furnish and install a 19” EIA equipment rack with power cord hook up and outlets to service equipment. Ensure outlets are surge protected. Ensure rack has sufficient space to accommodate all equipment required by this contact and has as minimum of an additional 6 spare rack positions available to house future equipment installs.

22.2. Materials

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

A. Servers

The server shall integrate the workstations and allow video and data accessibility and exchange between various system components (i.e. WIM, ATM, AVI, ALPR, Overview Camera, etc.).

B. Computer Workstation

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

C. UPS

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

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

a. Standards

Ensure that the UPS units comply with the following standards:

- ANSI
- ASTM
- CSA and
- UL.

b. Functional

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

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

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

c. Physical Features

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

- Rack-mounted and floor mounted as listed below in these Project Special Provisions.
- Sealed AGM type, maintenance free batteries,

- Minimum of nine NEMA 5-15R and two NEMA 5-20R outlets,
- NEMA L5-30P input plug,
- Ethernet network management card using 10/100/1000 Base TX communications,
- USB interface port,
- Remote environmental monitoring of temperature and humidity with telnet management,
- Status lights: power on, power source and overload,
- Alarms: audible and remote notification,
- Manual power on/off switch, and
- Supply UPS unit with multi-pole noise filtering. Supply UPS with a terminal for connecting the UPS to a surge protection device.

a. Environmental Specifications

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

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

22.3. CONSTRUCTION REQUIREMENTS

A. General

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

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

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

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

B. Server

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

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

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

C. Computer Workstation

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

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

D. Printer

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

E. UPS

Install UPS units with the following equipment connected to them:

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

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

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

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

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

22.4. MEASUREMENT AND PAYMENT

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

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

Printer (Install) will be measured and paid as the actual number of printers installed and accepted.

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

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

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

Ethernet Cable (3 foot) and Ethernet Cable (6 foot) will be considered incidental as addressed elsewhere in the Project Special Provisions.

Payment will be made under:

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

23. CENTRAL CONTROL SOFTWARE

23.1. DESCRIPTION

A. General

Furnish and install central control software in accordance with the Plans and these Project Special Provisions. The system will operate automatically and continuously, with limited human intervention, weighing vehicles and interpreting tire anomalies, and screening trucks using their In-Cab devices and their NCSHP approved bypass programs as an integral part of the system to form an Automated Commercial Vehicle Processing System and Credential Screening System.

Operational requirements of the overall system are explained in Section 1 of these Project Special Provisions.

Ensure the Credential Screening System Software can capture WIM data, ATM data and ALPR data, and in-cab device ID data (if equipped) for each commercial vehicle in the right lane of I-40 eastbound as they approach the weigh station. Ensure the Credential Screening System Software uses an automatic screening algorithm to receive all captured data to determine the sort decision of

pull-in or bypass the Weigh Station. Additionally, ensure the Credential Screening System can push the sort decision along with the captured data back to the AVI Service Providers.

For Commercial Vehicles equipped with In-Cab Devices: Each bypass program will be responsible for providing its NCSHP approved screening data and vehicle ID information to the Credential Screening System to assist the Credential Screening System in making a final sort decision as to either bypass or pull-in the commercial vehicle. The Credential Screening System will in turn be configured to share the captured vehicle ID data and sort decision with the Service Providers sponsoring the in-cab devices. As a minimum the shared information will consist, but not be limited to; the Vehicle ID Data, WIM data, ATM data, AVI date received from the Service Providers, ALPR data, and Final Sort Decision.

Additionally, the AVI Service Providers will provide a return message to the Credential Screening System's Confirmation Database", a confirmation record consisting of the information received from the Credential Screening System and the sort decision. The confirmation records from the In-cab device systems shall report back to the "Confirmation Database".

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

The specific major functions fulfilled by the baseline roadside operations software as part of the Credential Screening System are:

- Record all vehicle characteristics in a database,
- Produce reports of recorded vehicle characteristics,
- Screen vehicles for credential violations,
- Screen conjunctionally commercial vehicles with in-cab devices and commercial vehicles with out in-cab devices for safety violations,
- Screen conjunctionally commercial vehicles with in-cab devices and commercial vehicles without in-cab devices using operator defined hot lists,
- Allow duly authorized operators to adjust screening criteria and bypass rates based on whether vehicle identification is based on in-cab devices or ALPR sensor data, and to adjust screening criteria, and allow the operator to view vehicle screening results and overview camera shot information.
- Provide a database logging feature to store returned confirmation information from the AVI Service providers.

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 including the Confirmation Database. Additionally, the system shall be supplied with a user definable Scheduler Program to purge this data from the system on a weekly basis (i.e., once per week the software will examine all of the vehicle records to determine which are older than the specified expiry period and delete them from the database). The day and time at which this purging takes place shall be configurable by a system administrator. Set the purging to occur normally during Saturday or Sunday or during some other time when the weigh station is not busy.

Furnish the Automated Commercial Vehicle Processing System and Credential Screening System (Central Software) to produce printed reports detailing vehicle activity at the weigh station. This function is known as vehicle reporting.

Ensure the Automated Commercial Vehicle Processing System and Credential Screening System can interface to the state CVIEW system to update the local credential and safety database. This function is known as the CVIEW interface.

Ensure the system can maintain or access a vehicle record for each vehicle entered into the system.

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

http://it.nc.gov

B. Screening Criteria.

1. Operation Overview

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

- Snapshot screening database containing a local copy of NCIC, FuelTaCS, PRISM, CVIEW and SAFER data.

  Credential processing and screening software algorithms that include automated ALPR screening with PRISM status of the carrier and vehicle to determine if a Federal out-of-service order has been issued against the carrier or if the vehicle has been targeted; automated screening to retrieve the carrier safety information from the screening database, automated screening to check the FuelTaCS database of carriers who have delinquent fines; and automated screening to check the NCIC database of vehicles which have been reported stolen.

- Automatically alert system users through audible and visual alarms of real-time CMV violators passing the System through user defined thresholds and the screening databases described herein.

- Windows-based graphical user interface (GUI) for accessing the snapshots and credential screening components. Furnish a user-friendly system with one GUI for accessing all screening components.

The specific major functions fulfilled by the Automated Commercial Vehicle Processing System and Credential Screening System (Central Software) software are:

- Record all vehicle characteristics in a database.
- Produce reports of recorded vehicle characteristics.
- Screen vehicles for credential violations.
- Screen vehicles for safety violations.
- Screen vehicles using operator defined hot lists.
- Allow duly authorized operators to adjust screening criteria and bypass rates

- Allow the operator to view vehicle screening results along with the details about the carrier, from the screening database.

Furnish software allowing purging to be configurable by day of week and time of day by a system administrator. Confirm purging schedule with the Engineer.

2. System Characteristics

a. Roadside Operations Requirements

Provide the System with the following functions:

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

The System shall use a live/real time connection to a database of the following: CVIEW, SAFER, FuelTaCS, NCIC, PRISM, over a secured connection. Additionally, the system shall be designed with an Operator defined Scheduler to download these databases on a daily basis to use as a backup in case the live feed is disrupted. Upon re-establishing a live/real time connection the system shall be programmed to revert back.

The System must produce printed reports detailing vehicle activity.

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

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

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

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

b. Screening Requirements

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

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

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

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

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

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

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

Include the following information on the carrier hot list:

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

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

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

Program the System to permit the operator to override each specific credential/safety screening check on a carrier by carrier basis.

c. Display Requirements

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

- View the ALPR system data.
- View the credentials and safety scores that were used in screening a particular vehicle.

- Display which credentials and safety scores failed.
- Display which credentials and safety scores a vehicle is currently failing (if the operator requested updated snapshot data from CVIEW, the screening results may no longer be accurate).
- Search all system components by date, time and vehicle record and allow user-defined alarm notifications to be configured to meet multiple threshold levels.
- Specify which credentials and safety items to use to screen vehicles.
- Enable or disable each individual screening criteria.
- Enter a minimum/maximum allowable value to be used for each safety item while screening vehicles.
- Save a default configuration of screening criteria to be recalled at some point in the future.
- Quickly and easily return all credential and safety score screening criteria to their default values.
- Permit the operator to retrieve current vehicle and carrier snapshot data from the screening database, and store it in the local screening results database.
- View snapshot data retrieved from CVIEW for any requested vehicle or carrier.
- Restrict access to system functions with a user identification and password scheme. The adjustment of screening criteria in particular must be restricted to only personnel with the required privileges.
- Produce reports on vehicle data.
- Permit the operator to view all historical, vehicle data for any vehicle that has passed the System in the last three months.
- Edit each of the hot lists.

d. Reporting Requirements

Program the System to produce the following reports:

- CLASS BY HOUR: showing the count of vehicles in each class for each hour of the day
- CLASS BY DAY: showing the count of vehicles in each class for each day of the week
- SPEED BY CLASS: showing the count of vehicles in each speed range for each class of vehicle
- SPEED BY HOUR: showing the count of vehicles in each speed range for each hour of the day
- FRONT AXLES: showing the count of all front axles recorded within different weight ranges for each vehicle class
- SINGLE AXLES: showing the count of all single axles recorded within different weight ranges for each vehicle class

- TANDEM AXLES: showing the count of all tandem axles recorded within different weight ranges for each vehicle class
- TRIDEM AXLES: showing the count of all tridem axles recorded within different weight ranges for each vehicle class
- QUADREM AXLES: showing the count of all quadrem axles recorded within different weight ranges for each vehicle class
- GROSS VEHICLE WEIGHT: showing the count of vehicles in each Gross Vehicle Weight range for each vehicle class. Display the total GVW in a separate column
- ERRORS: showing the hourly count of vehicle display errors reported by the system
- TOTAL ESAL: showing the hourly summary of Equivalent Single Axle Loads for each vehicle class
- LANE COUNT: showing the count of vehicles in each class for each lane at the weigh station
- WEIGHT VIOLATION BY CLASS: showing for each vehicle class, the total vehicle count, the number of valid vehicles, the number of warning vehicles, the number of violating vehicles, what percentage of the total was violating, the number of single axle violations, and the number of tandem axle violations
- WEIGHT VIOLATION BY HOUR: showing for each hour of the day, the total vehicle count, the number of valid vehicles, the number of warning vehicles, the number of violating vehicles, what percentage of total was violating, the number of single axle violations, the number of tandem axle violations and the number of GVW violations
- WEIGHT VIOLATION COUNT: showing for each hour of the day and each vehicle's class, the total vehicle count, the number of valid vehicles, the number of warning vehicles, the number of violating vehicles, what percentage of total were violating, the number of single axle violations, the number of tandem axle violations and the number of GVW violations

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

- ALPR system data
- Number of vehicles traveling down each lane
- List of a carrier's vehicles passing the System during a specific time period, include when the vehicle passes the weigh station.
- Report from the "Confirmation Database" to evaluate system Sort Decision against the message provided to the In-Cab device by the AVI Service Providers"

e. Credential Enforcement Screening Requirements

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

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

- UCR Credentials

- HazMat Credentials – As a minimum, Identify the status of the carrier's registration credentials.
- IRP Credentials
- IFTA Credentials
- Safety Enforcement
- Oversize/Overweight Enforcement based on WIM data

3. External Interface Requirements

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

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

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

C. Operator Interface and System Controls

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

a. ALPR Data

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

b. Vehicle Data

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

c. Vehicle Data

Program the system to show data collected by the ATM detectors.

d. Individual Vehicle Data

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

e. Alarms

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

f. Summary Data

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

D. System Reports

The software must provide the following reports:

- Targeted as Federal out-of-service
- Carrier safety information
- Delinquent fines
- Reported as stolen
- Violations
- Classification (by hour, by day of the month and by day of the week)
- Vehicle speed (by class and by hour)
- ESALs (Equivalent Single Axle Loads) or MEPDG (Mechanistic-Empirical Pavement Design) by Hour
- Weight violations (by hour and by class)
- Weight violations count
- Truck count (by day of the month and by day of the week)
- Truck count by gross vehicle weight
- Vehicle speeds (by class and by hour)
- System errors (errors reported by system diagnostics
- Vehicle lengths
- ALPR records

E. Historical Search Queries

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

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.

The historical search options shall include the ability to set selectable date/time range, search criteria and filter conditions as follows:

- Search criteria includes:
  - Transponder number
  - Carrier name
  - Statuses set
  - Statuses not set
  - License plate & jurisdiction
  - Minimum GVW
  - Minimum length
  - % of max GVW
  - Sort decision
  - Sign decision
  - USDOT number
  - Vehicle class range
  - Error set, or no error
  - Lanes
  - Vehicle record number
  - VIN
- Filter conditions include:
  - Speed change
  - Unequal axle count
  - Tailgating
  - Wrong lane (i.e. volunteer reporting to station after being told to bypass)
  - Running scale
  - Not WIM lane (i.e. a commercial vehicle in the AVC lane)
  - Overlength
  - Over GVW
  - Overheight (if applicable)
  - Random
  - Speed limit
  - Credential fail
  - Kingpin violation (when applicable)
  - Credential hotlist
  - Ramp backup

Furnish the ability to view the results of historical search on the user's screen and to optionally print the historical search results list.

23.2. MATERIAL

Provide reproducible and installable copies of all software packages on CD-ROM including third party applications such as database, report generation etc. if applicable. Provide an auto-setup executable file or application that will install all software packages with minimal human interaction.

All initial software system configurations shall be handled by the auto-setup application to the extent possible

Furnish perpetual license for all software packages used throughout the system. Furnish all software pre-installed on controller hardware prior to installation.

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.

23.3. MEASUREMENT AND PAYMENT

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

Payment will be made under:

Pay Item	**Pay Unit**
Central Control Software	Lump Sum

24. TESTING & ACCEPTANCE

24.1. DESCRIPTION

A. General

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

At a minimum, test the following items:

- ALPR
- WIM
- ATM
- CMS

- Camera equipment, including frame grabber
- Infrared Illuminators

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

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

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

B. Operational Test

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

- ALPR System (including the Overview Camera)

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

- AVI System

Use real vehicles to test the system. Test the system to ensure proper operation with commercial vehicles using the transponder system.

- WIM System

Test the systems performance as described in the WIM System Specifications located in these Project Special Provisions.

- ATM System

Test the systems performance as described in the ATM System Specifications located in these Project Special Provisions.

- CMS System

Ensure during other tests that the CMS displays the correct message and that the diming features of the sign function properly.

C. Observation Period

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

The following conditions apply to the observation period:

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

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

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

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

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

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

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

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

24.2. MEASUREMENT AND PAYMENT

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

25. DOCUMENTS AND SUBMITTALS

25.1. GENERAL

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

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

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

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

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

Part ID	Source	Part number	Alternate source	Alternate Part number	Description

25.2. 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).

25.3. MECHANICAL

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

25.4. 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.

25.5. 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.

25.6. BLOCK DIAGRAMS AND USER MANUALS

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

25.7. 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 three 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 hardware item 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.

25.8. PROTECTION OF MANUFACTURER'S PROPRIETARY INFORMATION

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

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

25.9. MEASUREMENT AND PAYMENT

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

26. TRAINING

26.1. DESCRIPTION

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

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

- System overview supplemented by a detailed block diagram,
- Data-flow diagram,
- Major system's components identification and operation,
- System's theory of operation,
- System administration
- Overview of major system software packages and dependencies,
- Software installation and configuration
- Hardware/software Error codes identification and interpretation
- Troubleshooting tips and procedures
- System startup and reboot
- Software/firmware update procedure
- Warranty claim procedure
- Technical support contact information for regular and after-hour business

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

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

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

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

26.2. MEASUREMENT AND PAYMENT

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

Payment will be made under:

Pay Item	**Pay Unit**
Training	Lump Sum

27. SYSTEM WARRANTY

27.1. DESCRIPTION

A. General

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

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

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

B. Scope of Warranty

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

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

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

- Test and verify all components of the System. Adjust, repair or replace as required.
- Provide one (1) session of a System operations course one (1) month prior to the end of the warranty period. The sessions should be a minimum of 5 hours in length. Include in the refresher course a hands-on demonstration of system functionality. The Department will provide facilities for the refresher course.
- Provide emergency repair services, on an as needed basis. The response time for emergency repair service shall be as follows:
    - 24 hours to acknowledge request
    - 48 hours to respond to request
    - 7 business days to repair any roadside equipment located in the equipment cabinet including any auxiliary support equipment located in either the equipment cabinet or in the Scale House and return System functionality. This excludes sensors located in the actual roadway as these items will require scheduling for lane closures and obtaining the proper equipment to replace the failed sensor. The repaired System shall function to the specifications defined in these Project Special Provisions for acceptance, accuracy, and tolerances. Document all activities performed under the warranty agreement, both preventative and emergency maintenance, in an electronic form that facilitates sorting the records by time period and/or device type.
- Submit a proposed format for this database for the Department's approval. Include, as a minimum:
    - Date and time of scheduled preventative maintenance
    - All preventative maintenance activities completed
    - All parts repaired or replaced during preventative maintenance
    - Technician completing preventative maintenance work
    - Repair history for all systems and subsystems
    - Date and time of emergency maintenance request
    - Date and time of technician on site to respond to emergency maintenance request
    - Description of defective equipment or malfunctioning operations during emergency maintenance request
    - Technician responding to emergency maintenance request
    - Corrective actions taken during emergency maintenance request
    - Date and time that operations restored after emergency maintenance request

- Model and serial number of any equipment repaired and replaced during emergency maintenance request.

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

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

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

C. Warranty Evaluation

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

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

D. Correction of Work

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

E. Traffic Control

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

27.2. MATERIALS

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

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

27.3. 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.

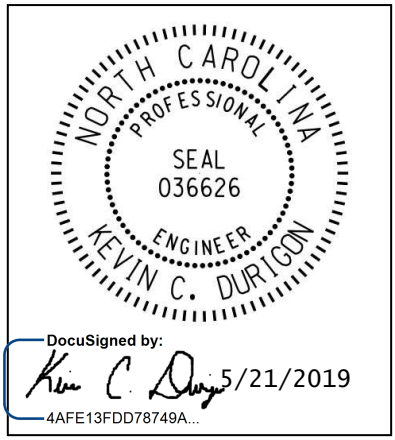
27.4. MEASUREMENT AND PAYMENT

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

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

Payment will be made under:

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



This seal is for section 28 only.

Not Valid Unless Signed

UPGRADE EXISTING, I-40 EASTBOUND WEIGH STATION WITH AUTOMATED VEHICLE IDENTIFICATION SYSTEM, WEIGH-IN-MOTION, TIRE MONITORING SYSTEM, AUTOMATED LICENSE PLATE READER, AND OTHER DEVICES
PROJECT SPECIAL PROVISIONS

Contents

28. METAL POLE SUPPORTS

28.1. METAL SUPPORTS – ALL POLES

A. General:

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

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

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

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

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

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

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

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

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

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

Summary of information required for metal pole review submittal:

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

NOTE – All shop drawings and custom foundation design drawings must be sealed by a Professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation drawings showing the NCDOT asset inventory number.

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

B. Materials:

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

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

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

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

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

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

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

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

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

C. Construction Methods:

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

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

Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

For holes in the poles used to accommodate cables, install grommets before wiring pole or arm. Do not cut or split grommets.

Attach the terminal compartment cover to the pole by a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandalism. Ensure the chain or cable will not interfere with service to the cables in the pole base.

Attach cap to pole with a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cap to hang clear of the opening when the cap is removed.

Perform repair of damaged galvanizing that complies with the *Standard Specifications*, Article 1076-7 “Repair of Galvanizing.”

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a ¼” thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

28.2. METAL POLE UPRIGHTS (VERTICAL MEMBERS)

A. Materials:

- Provide tapered tubular shafts and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Hot-dip galvanize poles in accordance with AASHTO M 111 or an approved equivalent.
- Have shafts that are continuously welded for the entire length by the submerged arc process, and with exposed welds ground or rolled smooth and flush with the base metal. Provide welding that conforms to Article 1072-18 of the *Standard Specification* except that no field welding on any part of the pole will be permitted.
- Have Shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or an approved equivalent.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to

the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheet M2.

Provide liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent to isolate conductors feeding luminaires.

Fabricate poles from a single piece of steel or aluminum with single line seam weld with no transverse butt welds. Fabrication of two ply pole shafts is unacceptable with the exception of fluted shafts. Provide tapers for all shafts that begin at base and that have diameters which decrease uniformly at the rate of not more than 0.14 inch per foot (11.7 millimeters per meter) of length.

Provide four anchor nuts and four washers for each anchor bolt. Ensure that anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains a 12-terminal barrier type terminal block. Provide two terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandals from being able to disconnect the cover from the pole. Ensure that the chain or cable will not interfere with service to the cables in the pole base.

Install grounding lugs that will accept #4 or #6 AWG wire to electrically bond messenger cables to the pole. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

For each pole, provide a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate #6 AWG ground wire. Ensure that the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

Provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the pole-top opening when the cap is removed.

When required by the plans, furnish couplings 42 inches above the bottom of the base for mounting of pedestrian pushbuttons. Provide mounting points consisting of 1-1/2 inch internally threaded half-couplings that comply with the NEC and that are mounted within the poles. Ensure that couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug in each mounting point. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

Ensure that allowable pole deflection does not exceed that allowed per 6th Edition AASHTO. Ensure that maximum angular rotation of the top of the mast arm pole does not exceed 1 degree 40 minutes (1°40').

B. Construction Methods:

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install metal poles so that when the pole is fully loaded it is within 1 degree 40 minutes (1°40') of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

28.3. MAST ARMS

Provide pole plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in the pole to allow passage of cables from the pole to the arm.

Ensure that allowable mast arm deflection does not exceed that allowed per 6th Edition AASHTO. Also when arm is fully loaded, tip of the arm shall not go below the arm attachment point with the pole for all load conditions per 6th Edition AASHTO.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two extra bolts for each arm.

Provide grommet holes on the arms to accommodate cables.

Provide arms with weatherproof connections for attaching to the shaft of the pole.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the arm with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm end opening when the cap is removed.

A. Materials:

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

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.

28.4. DRILLED PIER FOUNDATIONS FOR METAL POLES

Analysis procedures and formulas shall be based on AASHTO 6th Edition, latest ACI code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-NHI-10-016 manual. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

Use a Factor of Safety of 1.33 for torsion and 2.0 for bending for the foundation design.

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

For lateral analysis, use LPILE Plus V6.0 or later. Inputs, results and corresponding graphs are to be submitted with the design calculations.

Skin Friction is to be calculated using the α-method for cohesive soils and the β-method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the "α" and "β" methods can be found in *FHWA-NHI-10-016*.

Omit first 2.5ft for cohesive soils when calculating skin friction.

When hammer efficiency is not provided, assume a value of 0.70.

Design all custom foundations to carry the maximum capacity of each metal pole.

When poor soil conditions are encountered which could create an excessively large foundation design, consideration may be given to allowing an exemption to the maximum capacity design. The contractor must gain approval from the engineer before reducing a foundation's capacity. On projects where poor soil is known to be present, it is advisable that the contractor consider getting foundations approved before releasing poles for fabrication because regular drill pier foundations may not work.

Have the contractor notify the engineer if the proposed foundation is to be installed on a slope other than 8H: 1V or flatter.

Provide concrete foundation identification tag per Standard M7 drawings.

A. Description:

Furnish and install foundations for metal poles with all necessary hardware in accordance with the plans and specifications.

Design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standard Drawings and Section B7 (Non-Standard Foundation Design) below.

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 standard drilled piers for supporting poles with mast arms may require wing walls to resist torsional rotation. Based upon this provision and the results of the required soil test, a drilled pier length and wing wall requirement may be determined and constructed in accordance with the plans.

For non-standard site-specific poles, the contractor-selected pole fabricator will determine if the addition of wing walls is necessary for the supporting foundations.

2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25 foot radius of each proposed foundation.

Perform standard penetration tests (SPT) in accordance with ASTM D 1586 at depths of 1, 2.5, 5, 7.5, 10, 15, 20 and 26 feet. Discontinue the boring if one of the following occurs:

- A total of 100 blows have been applied in any 2 consecutive 6-in. intervals.
- A total of 50 blows have been applied with < 3-in. penetration.

Describe each intersection as the "Intersection of (*Route or SR #*), *(Street Name)* and (*Route or SR #*), *(Street Name)*, _____ County, Asset Inventory No. _____". Label borings with "B- *N, S, E, W, NE, NW, SE or SW*" corresponding to the quadrant location within the intersection. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, hammer efficiency, depth of water table and a general description of the soil types encountered using the AASHTO Classification System.

3. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version-6.0 or later by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

C. Drilled Pier Construction:

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

28.5. CUSTOM DESIGN OF METAL POLE SUPPORTS

A. General:

Design metal pole supports with foundations consisting of metal poles with mast arms or metal poles with swing arms.

The lengths of the metal poles shown on the plans are estimated from available data for bid purposes. Determine the actual length of each pole from field measurements and adjusted cross-sections. Furnish the revised pole heights to the Engineer. Use all other dimensional requirements shown on the plans.

Ensure each pole includes an identification tag with information and location positions as defined on Metal Pole Standard Drawing Sheets M2, M3 and M4. All pole shaft tags must include the NCDOT asset inventory number followed by the pole number furnished by the Engineer.

Design all support structures using the following 6th Edition AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3.8.3-2.
- Use the wind pressure map developed from 3-second gust speeds, as provided in Article 3.8.

- Ensure support structures include natural wind gust loading and truck-induced gust loading in the fatigue design, as provided for in Articles 11.7.1.2 and 11.7.1.3, respectively. Designs need not consider periodic galloping forces.
- Assume the natural wind gust speed in North Carolina is 11.2 mph. For natural wind fatigue stress calculations, utilize a drag coefficient (C_d) computed for 11.2 mph wind velocity and not the basic wind speed velocity.
- Design for Category II fatigue, as provided for in Article 11.6, unless otherwise specified.
- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratios for all support designs are 0.9.
- Conform to article 10.4.2 and 11.8 for all deflection requirements.

Ensure that the design permits cables to be installed inside poles and mast arms.

Refer to the plans for special loading criteria. The pole designer should design for ice loads accordingly. Careful examination of the plans when this is specified is important as this may impact sizing of the metal support structure and foundation design which could affect proposed bid quotes. All maximum stress ratios of 0.9 still apply.

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

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 NCDOT asset inventory number on design drawings. Include as part of the design calculations the ASTM specification numbers for the materials to be used. Provide the types and sizes of welds on the design drawings. Include a Bill of Materials on design drawings. Ensure design drawings and calculations are signed, dated, and sealed by the responsible professional engineer licensed in the state of North Carolina. Immediately bring to the attention of the Engineer any structural deficiency that becomes apparent in any assembly or member of any assembly as a result of the design requirements imposed by these specifications, the plans, or the typical drawings. Said Professional Engineer is wholly responsible for the design of all poles and arms. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his responsibility. **Do not fabricate the assemblies until receipt of the Department's approval of the design drawings.**

For mast arm poles, provide designs with provisions for pole plates and associated gussets and fittings for mast arm attachment. As part of each mast arm attachment, provide a grommeted 4" diameter hole on the shaft side of the connection to allow passage of the cables from the pole to the arm.

Where ice is present, assume wind loads as shown in Figure 3.9.4.2-3 of the 6th Edition AASHTO Specification for Group III loading.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Design tapers for all pole shafts that begin at the base with diameters that decrease uniformly at the rate of 0.14 inch per foot of length.

Design a base plate on each pole. The minimum base plate thickness for all poles is determined by the following criteria:

Case 1 Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is $M = (P \times D_1) / 2$, where

M = bending moment at the critical section of the base plate induced by one anchor bolt

P = anchoring force of each anchor bolt

D_1 = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two adjacent critical sections is considered ineffective.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is $M = P \times D_2$,

where P = anchoring force of each anchor bolt

D_2 = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections is considered ineffective.

If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional owner requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For dual mast arm supports, or for single mast arm supports 50’ or greater, use a minimum 8 bolt orientation with 2” diameter anchor bolts, and a 2” thick base plate.
- For all metal poles with mast arms, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M4.

Ensure that designs have anchor bolt holes with a diameter 1/4 inch larger than the anchor bolt diameters in the base plate.

Ensure that the anchor bolts have the required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide designs with a 6 x 12-inch hand hole with a reinforcing frame for each pole.

Provide designs with a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains provisions for a 12-terminal barrier type terminal block.

For each pole, provide designs with provisions for a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate a #6 AWG ground wire. Ensure the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

When required, design couplings on the pole for mounting pedestrian pushbuttons at a height of 42 inches above the bottom of the base. Provide mounting points consisting of 1-1/2 inch internally threaded half-couplings that comply with the NEC that are mounted within the poles. Ensure the couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug for each half coupling. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

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 for the WIM devices.

Design arms with weatherproof connections for attaching to the shaft of the pole.

Always use a full penetration groove weld with a backing ring to connect the mast arm to the pole. Refer to Metal Pole Standard Drawing Sheet M5.

Capacity of tapped flange plate must be sufficient to develop the full capacity of the connecting bolts. In all cases the flange plate of both arm and shaft must be at least as thick as the arm connecting bolts are in diameter.

D. Hinged Mast Arms:

Comply with all the requirement of these Metal Pole Support Specifications – except as noted herein. Provide hinged mast arm assemblies.

Provide pole plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in the pole to allow passage of cables from the pole to the arm.

Ensure allowable mast arm deflection does not exceed that allowed by 6th Edition AASHTO. Also, when arm is fully loaded, tip of the arm shall not go below the arm attachment point with the pole for all load conditions per 6th Edition AASHTO.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two extra bolts for each arm.

Provide grommet holes on the arms to accommodate cables for the equipment.

Provide arms with weatherproof connections for attaching to the shaft of the pole.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the arm with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm end opening when the cap is removed.

Design and construct the metal poles with a hinge plate assembly as shown on the Plans. The hinge assembly shall allow maintenance crews to swing the mast arm horizontally away from the roadway for servicing of equipment attached to the mast arm from the shoulder. A metal pole with hinged mast arm of this type can be purchased from:

Union Metal Industries Corporation
1432 Maple Ave., NE
Canton, OH 44705
Tel: (330) 456-7653

Atlantic Technical Sales
14522 – K Lee Road
Chantilly, VA 20151-1639
Tel: 703-631-6661

Millerbernd Corporation
622 6th Street So.
P.O. Box 98
Winstead, MN 55395

28.6. POLE NUMBERING SYSTEM

A. New Poles

Attach an identification tag to each pole shaft and mast arm section as shown on Metal Pole Standard Drawing Sheet M2 “Typical Fabrication Details Common To All Metal Poles”.

B. Reused Poles

Do not remove the original identification tag(s) from the pole shaft and/or mast arm sections. Add a new identification tag based on the new location for any reused poles and/or mast arms.

28.7. MEASUREMENT AND PAYMENT

Actual number of metal poles with hinged mast arms furnished, installed, and accepted

Actual number of soil tests with SPT borings drilled furnished and accepted.

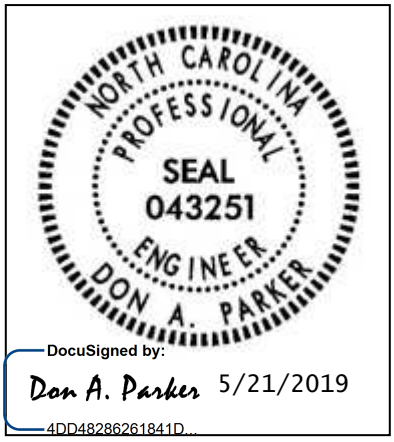
Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed and accepted.

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

Payment will be made under:

Metal Pole with Hinged Mast Arm.....Each

Soil Test.....Each
Drilled Pier Foundation.....Cubic Yard



UPGRADE EXISTING, I-40 EASTBOUND WEIGH STATION WITH AUTOMATED VEHICLE IDENTIFICATION SYSTEM, WEIGH-IN-MOTION, TIRE MONITORING SYSTEM, AUTOMATED LICENSE PLATE READER, AND OTHER DEVICES
PROJECT SPECIAL PROVISIONS

This seal is for sections 29-31 only.

Not Valid Unless Signed

Contents

29. WORK ZONE TRAFFIC CONTROL FOR INTERSTATE/FREEWAY ITS INSTALLATION

29.1. GENERAL REQUIREMENTS

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2018 Roadway Standard Drawings* prior to beginning any other work.

When personnel and/or equipment are working within 15 feet of an open travel lane, close the nearest open shoulder using Standard Drawing No. 1101.04 (Shoulder Closure on Divided Facilities) of the *2018 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail or a lane closure is installed.

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 *2018 Roadway Standard Drawings.*

When personnel and/or equipment are working within a lane of travel of a divided facility, close the lane using Standard Drawing No. 1101.02 of the *2018 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. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

A. Time Restrictions for Lane Closure Activities

All lane closure activities shall be performed in compliance with the Day and Time restrictions listed and defined in this Contract.

Any activities performed outside of these requirements will be subject to the Liquidated Damages unless approved by the Engineer prior to beginning the activity.

The Contractor may place/pre-stage all required signs and traffic control devices necessary for lane closures prior to the closure time as approved by the Engineer. However, flashing arrow boards and changeable message signs shall not indicate lane closure information until 30 minutes or less prior to the installation of the lane closure. Typical pre-staging times are 1 hour for a single lane closure and 2 hours for double and triple lane closures. The travel lane(s) are to be closed at the prescribed times defined in this Contract.

For removal, the lane(s) must be reopened in compliance with the times defined in this Contract. It is acceptable to remove the signs and traffic control devices from the shoulder/staging area after the lane(s) are reopened to traffic.

B. Sequential Flashing Warning Lights

Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers to assist motorist in determining which direction to merge and to decrease late lane merging. (See attached Provision.)

C. Law Enforcement

The Contractor shall provide 2 Law Enforcement Officers for the mainline during lane closure operations.

Use Law Enforcement Officers to assist in the shadowing of workers during the installation and during the removal of lane closures.

29.2. TEMPORARY TRAFFIC CONTROL (TTC)

Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone.

Drums are recommended for all lane closure operations occurring at night. However, if skinny drums are used at night, they shall be placed every 20’ in the tangent sections of lane closure operations. Skinny drums shall not be used for upstream tapers.

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.

29.3. TRAFFIC OPERATIONS

A. Project Requirements:

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Prior to the commencement of construction activity, the Contractor shall submit a written construction sequence for traffic control and construction lighting to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the State Work Zone Engineer at 919-814-4937 for additional traffic control guidance, as necessary.

2. The maximum length of lane closure is 1 mile unless permitted otherwise by the Engineer.

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

4. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.

5. The Contractor on this and any adjacent projects, or subcontractors working within this project shall coordinate lane closure location, type, and direction with the Engineer to best maintain lane continuity through the limits of this and adjacent projects.

6. Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2018 Standard Specifications.*

7. Provide appropriate construction lighting in accordance with Section 1413 of the *2018 Standard Specifications.*

8. Do not install proposed structures or equipment that are within 30 feet of an open travel lane prior to the installation of proposed guardrail.

B. Work Zone Signing:

1. Description

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2018 Roadway Standard Drawings* prior to beginning any other work.

Install and maintain signing in accordance with the Divisions 11 and 12 of the *2018 Standard Specifications.*

2. Installation

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the 2018 Standard Specifications and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install all Advance/General warning work zone signs before beginning work. If signs are installed more than seven (7) calendar days prior to the beginning of work, cover the signs until the work begins. Install each work zone Advance/General 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.

All sign locations to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones

required in this provision or attached drawings will be compensated in accordance with Article 104-7.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes.

All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

3. Sign Removal

Once the project is substantially complete, as determined by the Engineer, it is acceptable to remove the Stationary Work Zone Signs. Any remaining punch list items requiring traffic control are to be completed with portable work zone signing.

Stationary Work Zone Sign removal is a condition of final project acceptance.

4. Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings.*

30. LUMP SUM PAYMENT FOR TRAFFIC CONTROL:

30.1. General

The Contractor shall provide, install and maintain all traffic control devices and maintain traffic on I-40 in accordance with the Work Zone Traffic Control for Interstate/Freeway ITS Installation Special Provision during construction or as directed by the Engineer.

The lump sum price bid for traffic control shall include labor, tools, equipment, and incidentals to furnish, install, maintain, and remove the following:

Work Zone Signs (Stationary)
Work Zone Signs (Portable)
Flashing Arrow Board
Portable Changeable Message Signs
Drums

Truck Mounted Impact Attenuator
Law Enforcement

30.2. Basis of Payment

Refer to the respective Sections of Division 11 and 12 of the 2018 Standard Specifications for the satisfactory installation and removal of temporary traffic control devices.

Partial payments will be made on each payment estimate based on the following: Fifty percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Sequential Flashing Warning Lights are paid separately (See Special Provision).

Payment will be made under:

Pay Item	Pay Unit
Traffic Control	Lump Sum

31. SEQUENTIAL FLASHING WARNING LIGHTS:

(10/08/2016)

31.1. Description

Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers during nightly work activities on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes.

The purpose of these lights is to assist the motorist in determining which direction to merge when approaching a lane closure. It's also designed to reduce the number of late merges resulting in devices being struck and having to be reset to maintain positive guidance at the merge point. The successive flashing of the lights shall occur from the upstream end of the merging taper to the downstream end of the merging taper in order to identify the desired vehicle path.

31.2. Materials

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

All Sequential Flashing Warning Lights shall be on the NCDOT Work Zone Traffic Control Approved Products List.

31.3. Construction Methods

Sequential Flashing Warning Lights are to be used for night time lane closures.

These lights shall flash sequentially beginning with the first light and continuing until the final light.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

The number of lights used in the drum taper shall equal the number of drums used in the taper.

Drums are the only channelizing device allowed to mount sequential flashing warning lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 10 to 100 feet. A 10 foot stagger in the line of lights shall have no adverse effect on the operation of the lights.

If one light fails, the flashing sequence shall continue. If more than 1 light fails, all of the lights are to be automatically turned to the "off" mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.

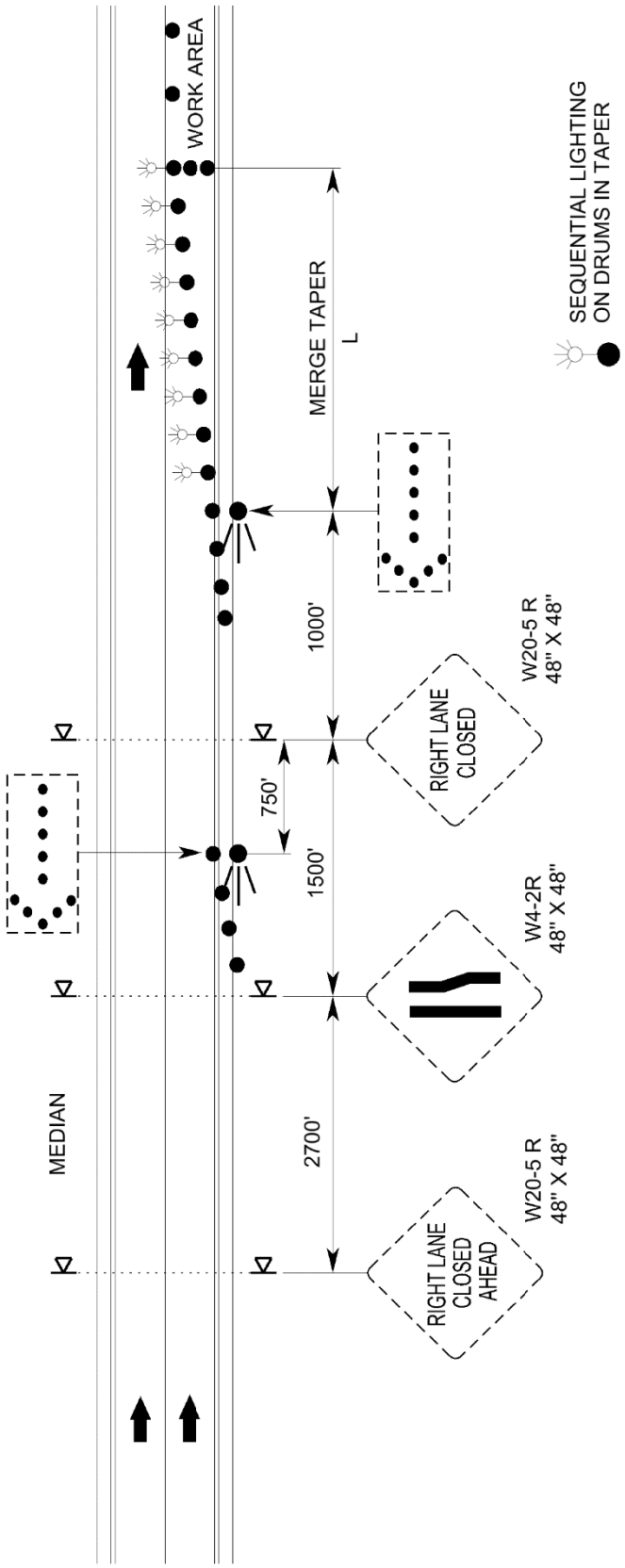
31.4. Measurement and Payment

Sequential Flashing Warning Lights will be measured and paid as the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Sequential Flashing Warning Lights.

Pay Item	Pay Unit
Sequential Flashing Warning Lights	Each

SEQUENTIAL FLASHING WARNING LIGHTS



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NC

CONTRACT PAYMENT BOND

Date of Payment Bond Execution _____

Name of Principal Contractor _____

Name of Surety: _____

Name of Contracting Body: _____

_____

Amount of Bond: _____

Contract ID No.: 11901232

County Name: Buncombe

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

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

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

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

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____

Full name of Firm

_____

Address as prequalified

By: _____

Signature of Member, Manager, Authorized Agent
Select appropriate title

_____

Print or type Signer's name

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

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

CONTRACT PAYMENT BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By

Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer’s name

CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 Joint Ventures, Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NC

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

_____

Amount of Bond: _____

Contract ID No.: 11901232

County Name: Buncombe

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

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

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

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

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Print or type Signer's name

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____

Full name of Firm

_____

Address as prequalified

By: _____

Signature of Member, Manager, Authorized Agent
Select appropriate title

_____

Print or type Signer's name

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

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

CONTRACT PERFORMANCE BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By

Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer’s name

CONTRACT PERFORMANCE BOND
JOINT VENTURE (2) OR (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 Joint Ventures, Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NC

BID BOND

Contract Number: 11901232 County: Buncombe

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

_____
Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

_____
Print or type Signer's Name

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

_____

Full name of Corporation

_____

Address as prequalified

By _____

Signature of **President**, **Vice President**, **Assistant Vice President**
Select appropriate title

_____

Print or type Signer's name

Affix Corporate Seal

Attest _____

Signature of **Secretary**, **Assistant Secretary**
Select appropriate title

_____

Print or type Signer's name

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____

Full name of Firm

_____

Address as prequalified

Signature of Member/ Manager/Authorized Agent _____

Individually

_____

Print or type Signer's name

BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

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

BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

_____

Full name of Partnership

_____

Address as prequalified

By _____

Signature of Partner

_____

Print or type Signer's name

_____

Signature of Witness

_____

Print or type Signer’s name

BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
	and	
Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

ADDENDUM(S)

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

Contract Number: 11901232
WBS Element: 33879.2.81
Description: Eastbound I-40 Weigh Station Upgrade
County: Buncombe

Line No.	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
1	SP	Mobilization	1	LS		
2	862	Steel Beam Guardrail	325	LF		
3	862	Guardrail End Units, Type CAT-1	1	EA		
4	SP	Guardrail End Units, Type TL-3	1	EA		
5	902	Plain Concrete Sign Foundations	1	CY		
6	903	Supports, Breakaway Steel Beam	279	LB		
7	903	Supports, Simple Steel Beam	622	LB		
8	904	Sign Erection, Type A (Ground Mounted)	1	EA		
9	904	Sign Erection, Type B (Ground Mounted)	2	EA		
10	907	Disposal of Sign System, Steel Beam	1	EA		
11	SP	Sequential Flashing Warning Lights	12	EA		
12	SP	Traffic Control	1	LS		
13	SP	Unpaved Trenching (1) (1 ")	165	LF		
14	SP	Unpaved Trenching (1) (2")	200	LF		
15	SP	Unpaved Trenching (2) (2")	4,901	LF		
16	SP	Unpaved Trenching (3) (2")	1,200	LF		
17	SP	Unpaved Trenching (4) (2")	400	LF		
18	SP	Directional Drill (2) (2")	500	LF		
19	SP	Junction Boxes (Standard Size)	2	EA		
20	SP	Junction Boxes (Oversized)	45	EA		
21	SP	Inductive Loop Sawcut	520	LF		
22	SP	Lead-In Cable	2,700	LF		
23	SP	Communications Cable (12-Fiber)	7,850	LF		
24	SP	Interconnect Center	3	EA		
25	SP	Delineator Markers	10	EA		
26	SP	Soil Test	4	EA		
27	SP	Drilled Pier Foundation	28	CY		
28	SP	Cabinet Foundations	2	EA		
29	SP	Cabinet Base Extender	2	EA		
30	SP	Base Mounted Equipment Cabinet	2	EA		
31	SP	Meter Base/Disconnect Combination Panel	2	EA		
32	SP	5/8" x 10' Grounding Electrode	6	EA		
33	SP	Weigh in Motion System	1	EA		
34	SP	Automated Tire Monitoring System	1	EA		
35	SP	Automated Vehicle Identification System	2	EA		
36	SP	Overview Camera Assembly	1	EA		

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

Contract Number: 11901232
WBS Element: 33879.2.81
Description: Eastbound I-40 Weigh Station Upgrade
County: Buncombe

Line No.	Sect	Description	Quantity	Unit	Unit Price	Amount Bid
37	SP	Changeable Message Sign	2	EA		
38	SP	Managed Ethernet Switch	1	EA		
39	SP	Ethernet Edge Switch	3	EA		
40	SP	Server (Install)	1	EA		
41	SP	Computer Workstation (Install)	1	EA		
42	SP	Printer (Install)	1	EA		
43	SP	UPS	3	EA		
44	SP	Metal Pole with Hinged Mast Arm	2	EA		
45	SP	Automated License Plate Reader System	1	EA		
46	SP	Central Control Software	1	LS		
47	SP	Training	1	LS		
48	SP	System Warranty	1	LS		
49	SP	3-Wire Copper Feeder Conductors	200	LF		
50	SP	#4 Solid Bare Grounding Conductor	80	LF		
51	SP	Ethernet Cable (Long Haul)	100	LF		

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

Contractor: _____

Address: _____

Phone: _____ Federal Id: _____

Contractor's License Number: _____

Authorized Agent: _____ Title: _____

Signature: _____ Date: _____

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

_____

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

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

_____

Full Name of
Partnership

_____

Address as
Prequalified

_____	_____
Signature of Witness	Signature of Partner
_____	_____
Print or Type Signer's Name	Print or Type Signer's Name

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

_____

Full Name of Firm

_____

Address as Prequalified

_____	_____
Signature of Witness	Signature of Member/Manager/Authorized Agent *(Select appropriate Title)*
_____	_____
Print or Type Signer's Name	Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

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

_____
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

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Individual Name

Trading and Doing Business As _____
Full name of Firm

_____
Address as Prequalified

_____ _____
Signature of Witness Signature of Prequalified Bidder, Individual

_____ _____
Print or Type Signer's Name Print or Type Signer's Name

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____

Print or Type Name

_____

Address as Prequalified

_____

Signature of Prequalified Bidder, Individually

_____

Print or type Signer's Name

_____

Signature of Witness

_____

Print or type Signer's name

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

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

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

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

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

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

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

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

DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

Failure to submit a non-collusion 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.

Execution of Contract

Contract No: 11901232

County: Buncombe

ACCEPTED BY THE DEPARTMENT

_____

Division Proposal Engineer

_____

Date