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#### STATE OF NORTH CAROLINA

## DEPARTMENT OF TRANSPORTATION



#### DIVISION 03 TRAFFIC SERVICES

# **CONTRACT PROPOSAL**

WBS ELEMENT NUMBER: 36247.3.1, 36247.3.3, etc.

**ROUTE: Various** 

**COUNTY: Brunswick & New Hanover** 

**DESCRIPTION: Signal Maintenance Contract for Division 3 in Brunswick & New Hanover** 

BID OPENING: June 6, 2013

#### **NOTICE:**

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

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

#### **RETURN BIDS TO:**

North Carolina Department of Transportation Lloyd Royall, PLS Division 3 Engineer's Office 5501 Barbados Blvd. Castle Hayne, NC 28429

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# **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 shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
- 2. All entries on the bid sheet, including signatures, shall be written in ink.
- **3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
- **4.** An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
- **5.** The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
- **6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
- 7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number if required
- **8.** Bids submitted by corporations shall bear the seal of the corporation.
- **9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 11. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 3 ENGINEER'S OFFICE AT 5501 Barbados Blvd. Castle Hayne, N.C. 28429 BY 2:00 PM ON Thursday, June 6, 2013
- **12.** The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR SIGNAL MAINTENANCE CONTRACT FOR DIVISION 3 IN BRUNSWICK & NEW HANOVER COUNTIES FROM (COMPANY NAME) TO BE OPENED AT 2:00 PM Thursday, June 6, 2013

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

North Carolina Department of Transportation Lloyd Royall, PLS Division 3 Engineer's Office 5501 Barbados Blvd. Castle Hayne, NC 28429

#### AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2012. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

# **DIVISION CONTRACT**

# **General Standard Provisions**

## **GENERAL**

This contract is for Division 3 Traffic Services' Signal Maintenance Contract for Brunswick and New Hanover Counties. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation 2012Standard Specifications for Roads and Structures, the North Carolina Department of Transportation 2012Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

## **CONTRACT TIME AND LIQUIDATED DAMAGES**

The date of availability for this contract is **July 1, 2013**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time. The Contractor shall submit their bid for twelve months with the contract ending on June 30, 2014. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) year total). The unit bid prices will increase by three (3) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by May 1<sup>st</sup> if the contract may be extended. The Contractor must notify the Engineer in writing by May 15<sup>th</sup> of thier acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of the contract extension.

The completion date for this contract is **June 30, 2014**.

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 \$2000.00 (Two Thousand Dollars) per calendar day. The Contractor will be responsible for all emergency calls in Brunswick & New Hanover Coutnies as deemed necessary by the Engineer. The Contractor has four hours to respond, failure to do so will result in liquidated damages of \$1000.00 (One Thousand Dollars) per hour.

# <u>INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES:</u> 108 SPI G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic in Brunswick and New Hanover Counties during the following time restrictions:

#### **DAY AND TIME RESTRICTIONS**

## Monday through Friday from 6:00 AM to 9:00 AM and Monday through Friday from 4:00 PM to 6:00 PM

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

#### HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer. 1.
- 2. For New Year's Day, between the hours of 4:00 PM December 31st and 9:00 AM January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 AM the following Tuesday.
- For Easter, between the hours of 4:00 PM Thursday and 9:00 AM Monday. 3.
- For Memorial Day, between the hours of 4:00 PM Friday and 9:00 AM Tuesday. 4.
- 5. For Independence Day, between the hours of 4:00 PM the day before Independence Day and 9:00 AM the day after Independence Day.
  - If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 PM** the Thursday before Independence Day and 9:00 AM the Tuesday after Independence Day.
- 6. For **Labor Day**, between the hours of **4:00 PM** Friday and **9:00 AM** Tuesday.
- For **Thanksgiving Day**, between the hours of **4:00 PM** Tuesday and **9:00 AM** Monday. 7.
- 8. For Christmas, between the hours of 4:00 PM the Friday before the week of Christmas Day and 9:00 AM 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 will not be required during these periods, unless otherwise directed by the Engineer.

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

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

The liquidated damages are **One Thousand Dollars** (\$ 1,000) per hour.

## MANDATORY PREBID CONFERENCE

A <u>Mandatory Prebid Conference</u> will be held on May 15, 2013 @ 10:00am at the Division 3 Traffic Services Office at 5504 Barbados Blvd., Castle Hayne, NC 28429. Proposals may be obtained at the meeting or in advance from the Division 3 web page. Please contact Ms. Jessi Booker or Mr. Ross Kimbro at (910) 341-0300 if you have any questions.

https://connect.ncdot.gov/letting/Pages/Letting-List.aspx?let\_type=3

You must attend this Prebid Meeting and be prequalified by the NCDOT in order to have your bid considered for this project.

### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 03, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

# **AVAILABILITY OF FUNDS - CONTRACT TERMINATION**

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, 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.

# **BANKRUPTCY**

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

## **BIDS**

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

# CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

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

## CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor and materials for which the Contractor, or his subcontractors, are liable is required for contracts of \$500,000 or more. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

## **DEFAULT OF CONTRACT**

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

## **ENGINEERING CONTROL**

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

## EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Section 1605 of the Standard Specifications, and in locations directed by the Engineer or his representative.

# GIFTS FROM VENDORS AND CONTRACTORS 107-1

(12-15-09)

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

- Have a contract with a governmental agency; or (A)
- (B) Have performed under such a contract within the past year; or
- Anticipate bidding on such a contract in the future. (C)

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

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

## LIABILITY INSURANCE

(11-18-08)RG 80

#### Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This

insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

# **MATERIALS** 1000, 1005, 1050, 1074, 1078, 1080, 1081, 1087, 1092

(2-21-12) (Rev. 5-21-13)

SP10 R01

Revise the 2012 Standard Specifications as follows:

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

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

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

			RE	TA QUIREME	BLE 1000- NTS FOR		ЕТЕ				
of ite	Com ngth days	Max	imum Wate	er-Cement I	Ratio		ency Max. lump		Cement	Content	
Class of	n. Fe re 28	Air-En Cond		Non Air-l Cone	Entrained crete	Vibrat	Non- Vibrat ed	Vibi	ated	Non- V	ibrated
	Mi St	Rounded Aggregate	Angular Aggre-gate	Rounded Aggregate	Angular Aggre-gate	, i	Z	Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
В	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light- weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	_	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed		-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

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

All fencing material and accessories shall meet Section 106.

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

			AGG	REG,	ATE (	RAD tage o	ATIC f Tota	JN - C	Veigh	FATE GRADATION - COARSE AGG  Percentage of Total by Weight Passing	ing	AGGREGATE GRADATION - COARSE AGGREGATE  Percentage of Total by Weight Passing	
Std. Size #	2"	1 1/2"	1	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-	20- 55	0-15	ı	0-5	1	1	1	1	1	A	Asphalt Plant Mix
467M	100	95- 100	ı	35- 70	ı	0-30	0-5	ı	ı	ı	ı	A	Asphalt Plant Mix
S.	ı	100	90-	20- 55	0-10	0-5	ı	ı	ı	ı	ı	A	AST, Sediment Control Stone
57	ı	100	95- 100	ı	25- 60	1	0-10	0-5	ı	1	ı	<b>&gt;</b>	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	ı	100	95- 100	ı	25- 45	1	0-10	0-5	ı	ı	1	A	AST, Concrete Pavement
M9	ı	1	100	90-	20- 55	0-20	0-8	1	ı	1	ı	A	
67	ı	1	100	90-	ı	20- 55	0-10	0-5	ı	ı	ı	A	AST, Str. Concrete. Asphalt Plant Mix
78M	ı	ı	ı	100	98- 100	75- 100	20- 45	0-15	ı	ı	ı	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	ı	ı	ı	ı	ı	100	35- 70	5-20	ı	0-8	ı	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	ı	1	1	ı	ı	100	85- 100	10- 40	ı	0-10	ı	A	
ABC	ı	100	75- 97	ı	55- 80	1	35- 55	ı	25- 45	ı	14- 30	4- 12 <sup>B</sup>	Aggregate Base Course, Aggregate Stabilization
ABC (M)	ı	100	75- 100	1	45- 79	1	20- 40	1	0- 25	1	1	0- 12 <sup>B</sup>	Maintenance Stabilization
Light- weight <sup>C</sup>	1	ı	1	1	100	80-	5- 40	0-20	1	0-10	1	0- 2.5	

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

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

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

	E 1078-1 S FOR CONCRETE	
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

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

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

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

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

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

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

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

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

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

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

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

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

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

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

## **ON-THE-JOB TRAINING**

(10-16-07) (Rev. 7-21-09)

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. A sample agreement is available at www.ncdot.org/business/ocs/ojt/.

#### **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 of the journeyman wage for the third quarter of the training period 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.

## PAYMENT AND RETAINAGE

P&R\_DDC 8-06-2009

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the <u>Standard Specifications</u>. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

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

All invoices must be accompanied with the DBE-IS form even if no Subcontractors payments were made. Payment request shall not be processed without said form filled out and attached.

If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted in triplicate to:

North Carolina Department of Transportation Attention: Ross Kimbro II, Electronic Technician III 5504 Barbados Boulrvard Castle Hayne, NC 28429

Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered.

## **POSTED WEIGHT LIMITS**

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

## PREQUALIFICATION TO BID ON POC'S

Beginning **July 1, 2009**, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified <u>prior to submitting a bid</u>. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified <u>prior to beginning work on the project</u>.

For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website: <a href="http://www.ncdot.org/business/howtogetstarted/">http://www.ncdot.org/business/howtogetstarted/</a>

## SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

## **UTILITY CONFLICTS**

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

## **WORKERS' COMPENSATION INSURANCE**

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

## **ERRATA**

(1-17-12) (Rev. 9-18-12) Z-4

Revise the 2012 Standard Specifications as follows:

#### **Division 2**

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; Line 12, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and Line 33, replace "(6) Approval" with "(4) Approval".

#### **Division 4**

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace "sheet pile" with "reinforcement".

#### Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

**Page 6-11, Table 609-1 Control Limits,** replace "Max. Spec. Limit" for the Target Source of  $P_{0.075}/P_{be}$  Ratio with "1.0".

Page 6-40, Article 650-2 Materials, replace "Subarticle 1012-1(F)" with "Subarticle 1012-1(E)"

#### **Division 10**

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

#### **Division 12**

Page 12-7, Table 1205-3, add "FOR THERMOPLASTIC" to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace "Table 1205-2" with "Table 1205-4".

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Page 12-9, Subarticle 1205-6(B), line 21, replace "Table 1205-4" with "Table 1205-6".

Page 12-11, Subarticle 1205-8(C), line 25, replace "Table 1205-5" with "Table 1205-7".

#### **Division 15**

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$ 

Page 15-6, Subarticle 1510-3(B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Subarticle 1540-3(E), line 27, delete "Type 1".

#### **Division 17**

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace "1633.01" with "1631.01".

# **Project Special Provisions**

## NOTES TO CONTRACTOR

The contractor shall not close more than one lane of traffic without prior approval of the Engineer.

Portable "Road Construction Ahead" signs may be used in lieu of post mounted signs, as directed by the Engineer.

The <u>Standard Specifications</u>, Section 1705-1 "Description" is amended to say, "Division 3 Traffic Services will supply vehicle and pedestrian LED signal heads, visors, interconnecting brackets, wire entrance fittings, mounting assemblies, pedestrian push buttons, pedestrian signal signs, and all necessary hardware. The contractor will be responsible for signal cable, lashing wire, grounding systems, and all installation of previously mentioned material."

The <u>Standard Specifications</u>, Section 1743-1 "Description" is amended to say, "Division 3 Traffic Services will supply signal pedestal assemblies and all necessary hardware. The contractor will be responsible for foundations, grounding systems, and all installation of previous mentioned material."

The <u>Standard Specifications</u>, Section 1745-1 "Description" is amended to say, "Division 3 Traffic Services will supply signs for signals. The contractor will be responsible for installing NCDOT supplied signs, furnishing cable hangers, rigid sign mounting brackets, U-channel posts, and all necessary hardware.

The <u>Standard Specifications</u>, Section 1751-1 "Description" is amended to say, "Division 3 Traffic Services will supply all flasher cabinets, 2070 cabinets, 2070 controllers, detector sensor cards, 2010 conflict monitors and AC/DC isolator cards. The contractor will be responsible for grounding systems, mounting hardware for 2070 cabinets and all necessary hardware.

The <u>Standard Specifications</u>, Section 1753-1 "Description" is amended to say, "Division 3 Traffic Services will supply base adapters and extenders with all necessary hardware for 170 cabinet. The contractor will be responsible for the installation."

The <u>Standard Specifications</u>, Section 1755-1 "Description" is amended to say, "Division 3 Traffic Services will supply cabinets, surge protection, and solid state flashers. The contractor will be responsible for furnishing polemounting hardware, one Corbin Number 2 cabinet key, grounding system, all necessary hardware, and installation of the Beacon Controller Assemblies.

## **MOBILIZATION**

#### **DESCRIPTION**

The initial set up for emergency calls or specialized night work that the contractor must respond to as directed by the Engineer.

#### MEASURE AND PAYMENT

Actual number of jobs responded to.

# WBS ELEMENT# 36247.3.1, 36247.3.3, etc. PAGE 21 PAYMENT WILL BE MADE UNDER

Mobilization EA

## LABOR ASSISTANCE ON AN "AS NEEDED BASIS"

#### **DESCRIPTION**

At the description of the Engineer, the Contractor may be directed to assist NCDOT personnel on an 'As Needed Basis'. Said work shall be paid on a 'Per Hour' basic and shall include adequate personnel to safely and efficiently perform the work as directed by the Engineer.

#### MEASUREMENT AND PAYMENT

Actual number of hours worked.

#### PAYMENT WILL BE MADE UNDER

Labor Assistance on an "As Needed Basis'

HR

# TRAFFIC CONTROL

(01-17-12) (Rev. 4-16-13)

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

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the 2012 Roadway Standard Drawings prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the 2012 Roadway Standard Drawings. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

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

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the 2012 Roadway Standard Drawings unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the 2012 Roadway Standard Drawings unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, 2012 Roadway Standard Drawings or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Details as shown on Standard Drawing No. 1101.02, sheets 11, 12 and 13 of the 2012 Roadway Standard Drawings. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Failure to comply with the following requirements will result in a suspension of all other operations:

- 1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS 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 Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
- 2. Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first preconstruction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.
- 3. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
- 4. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
- 5. Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season.
- 6. Contractor shall mill and pave lanes in an order such that water shall not accumulate.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to the existing asphalt wearing surface on the bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours for nominal lifts of 1.5 inches or less of asphalt course and by the end of each work day for nominal lifts of greater than 1.5 inches of asphalt course.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For partial or wheel track milling operations on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as agreed upon with the Engineer. Place the transverse joint on the ramp at the terminal point of the gore unless the ramp is being resurfaced beyond this limit.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

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

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in accordance with the 2012 Roadway Standard Drawings to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the 2012 Standard Specifications.

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work, as it will be incidental to the paving operation.

#### MEASURE AND PAYMENT

Full lane closures will be the only payment made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA - see Section 1165 of the *Standard Specifications* and the *Roadway Standard Drawings*). Full lane closures will only be used when deemed necessary by the Engineer. All other traffic controll work will be considered incidental to the various other bid items in the contract.

Full Lane closures will be measured and paid for as the actual number of lane closures installed as directed by the Engineer. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

#### PAYMENT WILL BE MADE UNDER

Full Lane Closure

## **WORK ZONE SIGNING**

(01-17-12) RWZ-3

#### **Description**

Install and maintain signing in accordance with Divisions 11 and 12 of the 2012 Standard Specifications, the 2012 Roadway Standard Drawings and the following provisions:

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

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

All work zone signs may be portable.

#### **Construction Methods**

#### (A) General

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

#### (B) Advance Warning Work Zone Signs

Install advance warning work zone signs in accordance with Standard Drawing No. 1101.01, 1101.02 and 1110.01 of the 2012 Roadway Standard Drawings prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

#### (C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the 2012 Roadway Standard Drawings.

#### (D) General Work Zone Warning Signs

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

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

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

#### **Measurement and Payment**

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

## LAW ENFORCEMENT

#### **DESCRIPTION**

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to direct traffic in accordance with the contract.

#### **CONSTRUCTION METHODS**

Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicles, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

#### MEASUREMENT AND PAYMENT

Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

#### PAYMENT WILL BE MADE UNDER

Law Enforcement HR

	AGE	
1		

# Project Special Provisions (Version 12.1) Signals and Intelligent Transportation Systems

Prepared By:
23-Apr-13

# **SIGNAL HEADs**

#### **MATERIALS**

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#### A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel or corrosion resistant material.

Fabricate tunnel and traditional visors from sheet aluminum.

WBS ELEMENT# 36247.3.1, 36247.3.3, etc.

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

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

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

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers,

etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

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

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

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

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

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

#### **Vehicle Signal Heads:**

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

Provide visors that are 8 inches in length for 8-inch vehicle signal head sections. Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

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

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

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate mounting assemblies from malleable iron or steel and provide serrated rings made of aluminum. Provide messenger cable hangers and balance adjusters that are galvanized before being painted. Fabricate balance adjuster eyebolt and eyebolt nut from stainless steel or galvanized malleable iron.

Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, bolts, clevis pins, cotter pins, nuts, and U-bolt clamps from stainless steel.

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

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

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

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

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

#### **LED Circular Signal Modules:**

Provide modules in the following configurations: 12-inch circular sections, and 8-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

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

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module and 13 Watts or less for the 8-inch circular module.

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

#### **LED Arrow Signal Modules**

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

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting

Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

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

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

12-inch green arrow	11	11
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For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

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

#### **Pedestrian Signal Heads:**

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

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

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

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

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long. Where required by the plans, provide 12-inch pedestrian signal heads with traditional three-sided, rectangular visors, 8 inches long.

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

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

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

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for

100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

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

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture. Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2012 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

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

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

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

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

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

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

#### **Signal Cable:**

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

• For 16-4 cable: white, yellow, red, and green

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

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

#### **Optically-Programmed Vehicle Signal Sections:**

Material, equipment, and hardware furnished under this section must be pre-approved on the Department's QPL by the date of installation.

Design the programmable signal sections to tilt in two degree increments for a maximum of ten degrees above and ten degrees below horizontal, while still maintaining a common vertical axis.

Design the programmable signal sections to mount to standard signal sections to form a signal head. Ensure that the programmable signal sections have a mounting system compatible with the standard 1 ½-inch traffic signal fittings.

Provide an optical system consisting of a lamp, a diffuser, an optical limiter, and an objective lens. Ensure that all programming is accomplished optically with no hoods or louvers necessary to accomplish the programming. Provide optical masking tape with each section.

Provide a 150-Watt, 115 VAC lamp with integral reflector and rated output of 1750 lumens. Ensure that the average rated life is at least 6000 hours.

Provide a high resolution, annular, incremental lens. Ensure that the lens and door are sealed to provide a moisture and dust proof seal. Provide a red, yellow, or green ball or arrow indication as specified by the bid list, plans, or purchase order.

#### Louvers:

Material, equipment, and hardware furnished under this section must be pre-approved on the Department's QPL by the date of installation.

Provide louvers made from sheet aluminum. Paint the louvers alkyd urea black synthetic baked enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, "Enamel Heat Resisting, Instrument Black."

Ensure that the louvers have a 0-degree horizontal viewing angle. Provide a minimum of 5 vanes.

## **SITE SURVEY**

#### **DESCRIPTION**

An onsite visit done by contractor to add in the design of an intersection.

#### MEASUREMENT AND PAYMENT

Actual number of site surveys, arranged, conducted, and accepted.

#### PAYMENT WILL BE MADE UNDER

Site Survey EA

# **MICROWAVE VEHICLE DETECTOR**

#### **DESCRIPTION**

Furnish and install a microwave vehicle detection unit and manufacturer recommended cables and hardware in accordance with the plans and specifications.

#### **MATERIALS**

Provide a detector for either side-fire or forward-fire configuration with a mounting height of 16 inches or greater for normal operation. Ensure the detector will detect vehicle in sunny, cloudy, rainy, snowy, and foggy weather conditions with self-tuning to auto-adjust in changing environmental conditions. Ensure the detector can operate from the voltage supplied by a NEMA and Type-170 traffic signal cabinet. Ensure the detector can provide detection calls to the traffic signal controller within a NEMA and Type-170 cabinet. Ensure the detector will put out a constant call in the event of a component failure or loss of power. Ensure the detector has an operating temperature range of -20 to 150 degrees F. Ensure a water resistant housing for the detector.

For advance pulse detection, ensure the detector senses vehicles in motion at a range of 200 feet with an operating frequency of 10.525 GHz +/- 25 MHz.

For stop bar presence detection, ensure the detector outputs a constant call while a vehicle is in the detection zone. Ensure the presence detection unit can cover a detection zone as shown on the plans and has an effective range of at least 75 feet from the detector unit to the aim point on the road surface.

For units without an integrated card rack interface, provide Form C output relay contacts rated a minimum of 3A, 24VDC.

If a laptop is used to adjust detector settings, ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the microwave detection system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support.

#### **CONSTRUCTION METHODS**

Install the microwave vehicle detector in accordance with the manufacturer's recommendations.

Monitor and maintain the detector unit during construction to ensure microwave vehicle detector is functioning properly and aimed for the detection zone shown in the plans. Refer to Subarticle 1700-3 (D) Maintenance and Repair of Materials of the *Standard Specifications* for failure to maintain the microwave detection system.

#### MEASUREMENT AND PAYMENT

Actual number of microwave vehicle detector units furnished, installed, and accepted.

No measurement will be made of cables or hardware, as these will be considered incidental to furnishing and installing microwave vehicle detectors.

#### PAYMENT WILL BE MADE UNDER

Microwave Vehicle Detector

Each

## **COMMUNICATIONS SYSTEM SUPPORT EQUIPMENT**

#### DESCRIPTION

Furnish communications system support equipment with all necessary hardware in accordance with the plans and specifications.

#### **MATERIALS**

#### **General:**

Furnish equipment with test probes/leads, batteries (for battery-operated units), line cords (for AC-operated units), and carrying cases. Provide operating instructions and maintenance manuals with each item.

Before starting any system testing or training, furnish all communications system support equipment.

#### **Fiber-Optic Support Equipment**

#### **Fiber-optic Restoration Kit:**

Furnish a fully functional fiber-optic restoration kit consisting of the following items (minimum):

- Plier-type strippers
- Non-niks fiber stripper tool with procedures
- Buffer tube stripper tool with procedures
- Fiber-optic Cleaver (average cut less than 0.5 degrees from perpendicular) Diamond Blade
- Screw driver set.
- 48 Alcohol wipes
- Tape, ¾-inch, electrician

- Chemical removal wipes
- Metal ruler
- Tweezers
- Crimping pliers
- Mechanical Splice Manual
- Mechanical Splice Fixture
- 12, Non-adhesive, mechanical splices
- 2 Mechanical Splice Trays, 12 Mechanical Splice Devices, Compatible with the Interconnect Centers being installed in the Traffic Signal Controller Cabinets
- Scissors
- Hard-sided, padded, storage case

#### **Fiber-optic Power Meter:**

Furnish fiber-optic power meters for measuring absolute power and link losses, as well as monitoring power levels and testing threshold levels. Provide the following features:

- Spectral range ......750 nm to 1700 nm
- Calibrated wavelengths ......850, 1310, and 1550 nm
- Accuracy ..... $\pm$  3 percent ( $\pm$  0.1 dB) at -20 dBm at 70 degrees F

at calibrated wavelengths

- Readout resolution ......4 digits, 0.01 dBm
- Display .....Backlit LCD
- Fiber-optic connector ......ST type
- Power-up stabilization ......Less than five seconds at ambient temperature
- Tone threshold settings ..........User selectable from 1 to 35 dB, plus OFF
- Analog output port

Voltage ......0 to + 1 V FSD of linear power range Output impedance .......5 kilohms, nominal

• Temperature

Operating ......32 to 122 degrees F

Storage ......0 to 150 degrees F

- Relative humidity ......5 to 95 percent, non-condensing

batteries provided)

Carrying case

#### **Optical Light Generator:**

Furnish optical light generators for measuring absolute power and link losses, as well as monitoring power levels and testing threshold levels. Provide the following features:

- Calibrated wavelengths ......1310 nm, and 1550 nm
- Accuracy ......3 percent at 70 degrees F at calibrated wavelengths
- Fiber-optic connector ......ST type
- Power-up stabilization ......Less than five seconds at ambient temperature
- Temperature

Operating .......32 to 122 degrees F Storage ......10 to 150 degrees F

- Relative humidity ......5 to 95 percent, non-condensing

batteries provided)

Carrying case

#### **SMFO Transceiver (For Emergency Restoration):**

Furnish SMFO transceivers identical to the type installed in the traffic signal controller cabinets to be used for emergency restoration of the system and the fiber-optic communications system.

#### **Wireless Radio Support Equipment**

#### Wireless Radio Modem:

Furnish wireless radio modem identical to the type installed in the traffic signal controller cabinets to be used for emergency restoration of the system and the wireless communications system.

#### **Lightning Arrestor:**

Furnish wireless radio lightning arrestors identical to the type installed in the traffic signal controller cabinets to be used for emergency restoration of the transient voltage suppression equipment.

#### MEASUREMENT AND PAYMENT

Actual number of fiber-optic restoration kits furnished and accepted.

Actual number of fiber-optic power meters furnished and accepted.

Actual number of optical light generators furnished and accepted.

Actual number of fiber-optic transceivers furnished and accepted.

Actual number of wireless radio modems furnished and accepted.

Actual number of wireless radio lightning arrestors furnished and accepted.

#### PAYMENT WILL BE MADE UNDER

Furnish Fiber-optic Restoration Kit	Each
Furnish Fiber-optic Power Meter	Each
Furnish Fiber-optic Light Generator	Each
Furnish Fiber-optic Transceiver	Each
Furnish Wireless Lightning Arrestor	Each

### **ELECTRICAL SERVICE**

#### General

Install new electrical service where required by the plans. Coordinate all work involving electrical service with the appropriate electrical utility company.

#### **Materials**

Construct electrical service installations in accordance with the *Standard Specifications*. For locations shown on the plans requiring new electrical service, provide a service that includes a new external service disconnect (breaker box) and a meter base. Run service cable separately in 1" rigid metallic conduit (RMC). Do not allow the service conductors to share conduits with any other conductors or communications.

Provide an external electrical service disconnect at all new and existing cabinet locations shown on the plans. Provide a service disconnect with a single pole 50 ampere circuit breaker with a minimum of 10,000 RMS symmetrical amperes short circuit rating in a lockable NEMA 3R enclosure. Provide a ground bus and neutral bus with a minimum of four terminals with a minimum wire capacity of number 14 through number 4.

For pole mounted cabinets, mount the service on an existing pole as indicated in the plans, and extend the service cables into the cabinet through a new 1" RMC.

Coordinate with utility company to ascertain the practicality of installing electrical service at each location before performing any work.

#### **Construction Methods**

#### **Electrical Service:**

At locations where new electrical service is to be installed on wood or metal poles, furnish and install electrical service as required by the plans. After installation of the meter base, the utility company will transfer the existing meter or install a new meter if required and make any necessary connections to the power lines. Ground the new electrical service in accordance with Division 17 of the *Standard Specifications* and *Standard Drawings*.

#### **External Electrical Service Disconnect:**

Furnish and install new external electrical service disconnect (breaker box) of the type shown in the plans. Route the electrical service through the meter base and service disconnect to the controller cabinet to form a complete electrical service assembly as shown in the plans. Ensure that the existing grounding system for the existing electrical service with new service disconnect complies with the grounding requirements of these special provisions and Division 17 of the *Standard Specifications* and *Standard Drawings*.

WARRANTY

Provide a minimum two-year warranty with each radio and antenna assembly to ensure the products are free of manufacturing defects in material and workmanship. The warranty commences on the date the radio system is accepted by the Engineer.

#### MEASURMENT AND PAYMENT

Actual number of new electrical services furnished, installed and tested. Riser assemblies (1-inch), meter bases, service disconnects, underground and exposed conduit runs to the cabinet, acquisition of service fees, electrical service conductors, ground rod, ground wire and any remaining hardware and conduit to connect the electrical service to the cabinet are considered incidental to installing a new electrical service.

#### PAYMENT WILL BE MADE UNDER

New Electrical Service

EA

### TRAFFIC SIGNAL SUPPORTS

#### METAL TRAFFIC SIGNAL SUPPORTS – ALL POLES

#### **General:**

Install Division 3 Traffic Services supplied 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 both standard and custom/site specifically designed metal traffic signal supports and associated foundations.

Provide metal traffic signal 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* 4th Edition, 2001 (hereafter called 4th 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.

Pole heights shown on signal plans are estimated from available data for bid purposes. Prior to furnishing metal signal poles, use field measurements and adjusted cross-sections to determine whether pole heights are sufficient to obtain required clearances. If pole heights are not sufficient, the Contractor should immediately notify the Engineer of the required revised pole heights.

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

After fabrication, have steel poles, required mast arms, and all parts used in the assembly hot-dip galvanized per section 1076. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during galvanization process. Provide hot-dip galvanizing on structures that meets or exceeds 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:

http://www.ncdot.gov/doh/preconstruct/traffic/ITSS/ws/mpoles/poles.html

Comply with article 1098-1B "General Requirements" 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 drawing details, not in table format. Do not release structures for fabrication until shop drawings have been approved by NCDOT. Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

Comply with article 1098-1A "General Requirements" of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, signal 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 Signal Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved signal plans
Custom Pole Shop Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media Show NCDOT inventory number(s) in or above the title block
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11" x 17" format media Show NCDOT inventory number(s) in or above the title

			block
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1	1	Not required for Standard QPL Poles
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

**NOTE** – All shop drawings and custom foundation design drawings must be sealed by a professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation designs showing the NCDOT inventory number.

<u>Shop drawings and foundation drawings</u> may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Incomplete submittals will be returned without review.

#### **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 and/or ASTM A 123 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. Provide welding that conforms to Article 1072-20 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases from plate steel meeting, as a minimum, the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250, AASHTO M270 Gr 36 or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

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

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

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.

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.

#### **Construction Methods**

Erect signal 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 1076-6 "Repair of Galvanizing."

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a ¼" thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

#### **METAL STRAIN POLE**

#### **Materials**

Division 3 Traffic Services will supply steel or aluminum poles as indicated on the plans.

#### **Comply with the following for Aluminum Poles:**

- Have poles fabricated from Aluminum Association Alloy 6061-T6, 6063-T6, or approved equivalent. The structural requirement does not pertain to castings that are decorative only.
- Have shafts tapered by spinning and cold-working a seamless extruded tube of the aluminum alloy.
- Have shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Ensure aluminum poles are properly protected from damage prior to shipment.
- Have bases of the shaft fabricated in accordance with the Aluminum Association Alloy 356.0-T6, and of adequate strength, shape and size, and capable of withstanding the design load of the shaft.
- Have aluminum surfaces in contact with concrete or dissimilar metal coated with bituminous paint.

#### **Comply with the following for Steel Poles:**

- Have shafts of the tapered tubular type and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Have galvanization in accordance with AASHTO M 111 (ASTM A 123).
- 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 1072-20 per *Standard Specification* except that no field welding on any part of the pole will be permitted.
- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250 or an approved equivalent.

For each strain pole, Division 3 Traffic Services will provide 2 messenger cable (span wire) clamps and associated hardware for attachment of support cable of the messenger cable suspension. Ensure that diameter of the clamp is appropriate to its location on the pole and that the diameter of the clamps is appropriately designed to be adjustable from 1'-6" below the top, down to 6'-6" below the top of the pole. Do not attach more than one support cable to a messenger cable clamp.

For strain poles, Division 3 Traffic Services will provide a minimum of three (3) 2 inch (50 mm) holes equipped with an associated coupling and weatherhead on the messenger cable load side of the pole to accommodate passage of signal cables from inside the pole to the suspension. Provide galvanized threaded plugs for all unused couplings at pole entrance points. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

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.

Ensure that allowable pole deflection does not exceed that allowed per 4<sup>th</sup> Edition AASHTO. For messenger cable poles (with primarily transverse loads), ensure that maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height. For mast arm poles (with primarily moment loads), ensure that maximum angular rotation of the top of the pole does not exceed 1° 40'.

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.

Division 3 Traffic Services will 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.

#### **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 2 degrees of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

#### METAL POLE WITH MAST ARM

Division 3 Traffic Services will provide signal support mast arm assemblies. Comply with the previous Section – Metal Strain Pole – except as noted herein.

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 signal cables from the pole to the arm. Ensure that allowable mast arm deflection does not exceed that allowed per 4<sup>th</sup> 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 4<sup>th</sup> Edition AASHTO.

Division 3 Traffic Services will furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Division 3 Traffic Services will provide two extra bolts for each arm.

Division 3 Traffic Services will provide grommet holes on the arms to accommodate cables for the signals.

Division 3 Traffic Services will provide arms with weatherproof connections for attaching to the shaft of the pole.

Division 3 Traffic Services will provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Division 3 Traffic Services will provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the arm with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm end opening when the cap is removed.

#### **Comply with the following for Aluminum Arms:**

- Conform to Aluminum Association Alloy 6061-T6, 6063-T6 or approved equivalent.
- Conform to the welding requirements of the aluminum poles.
- Have satin brush finished and furnish individually wrapped.

#### **Comply with the following for Steel Luminaire Arms:**

- In addition to tapered tube, luminaire arms may be standard weight black steel pipe conforming to ASTM A 53-90a, Type E or Type S, Grade B or an approved equivalent.
- Conform to the welding requirements of the steel poles.
- After all fabricating, cutting, punching, and welding are completed, luminaire arms should be hot-dipped galvanized inside and outside.

• In accordance with the National Electrical Code (NEC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact information on a permanent label located in the pole hand hole in the vicinity of the feeder circuit raceway.

#### **Materials**

Fabrication of two ply pole shafts and arms is unacceptable with the exception of fluted members. After all fabricating, cutting, punching, and welding are completed, hot-dip galvanize the structure in accordance with the AASHTO M 111 or equivalent.

#### **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.

#### DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES

Analysis procedures and formulas shall be based on AASHTO, ACI code and per FHWA manuals. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

Use a Factor of Safety of 1.33 for torsion and 2.0 for bending for the foundation design.

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

Design all custom foundations to carry the maximum capacity of each metal pole. For standard case strain poles only, if a custom foundation is designed, use the actual moment reactions from the Standard Foundation Selection Table shown on Standard Drawing No. M8.

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.

#### **Description**

Furnish and install foundations for NCDOT metal poles with all necessary hardware in accordance with the plans and specifications.

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standards and Section B4 (Non-Standard Foundation Design) below. If non-standard site specific foundations are designed for standard QPL

approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

If the Contractor chooses to design a non-standard foundation for a standard pole and the soil test results indicate a standard foundation is feasible for the site, the Contractor will be paid the cost of the standard foundation (drilled pier and wing wall, if applicable). Any additional costs associated with a non-standard site-specific foundation including additional materials, labor and equipment will be considered incidental to the cost of the standard foundation. All costs for the non-standard foundation design will also be considered incidental to the cost of the standard foundation.

#### **Soil Test and Foundation Determination**

#### 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.

#### **Soil Test:**

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each signal 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, Signal 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, and a general description of the soil types encountered.

#### **Standard Foundation Determination:**

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

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

$$N_{AVG}$$
 – ( $N_{STD \, DEV} \times 0.45$ )   
  $Or$    
 Average of First Four N-Values =  $\underbrace{(N@1' + N@2.5' + N@5' + N@7.5')}_{4}$ 

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

If standard NCDOT strain poles are shown on the plans and the Contractor chooses to use standard foundations, determine a drilled pier length, "L," for each signal pole from the Standard Foundations Chart (sheet M 8) based on the Design N-value and the predominant soil type. For each standard pole location, submit a completed "Metal Pole Standard Foundation Selection Form" signed by the Contractor's representative. Signature on form is for verification purposes only. Include the Design N-value calculation and resulting drilled pier length, "L," on each form.

If non-standard site-specific poles are shown on the plans, submit completed boring logs collected in accordance with Section 2 (Soil Test) above along with pole loading diagrams from the plans to the contractor-selected pole fabricator to assist in the pole and foundation design.

If one of the following occurs, the Standard Foundations Chart shown on the plans may not be used and a non-standard foundation may be required. In such case, contact the Engineer.

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

In the case where a standard foundation cannot be used, the Department will be responsible for the additional cost of the non-standard foundation.

Foundation designs are based on level ground around the traffic signal pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than 10 feet from the top of an

embankment slope, the Contractor is responsible for providing slope information to the foundation designer and to the Engineer so it can be considered in the design.

The "Metal Pole Standard Foundation Selection Form" may be found at: http://www.ncdot.gov/doh/preconstruct/highway/geotech/formdet/misc/MetalPole.pdf If assistance is needed, contact the Engineer.

#### **Non-Standard Foundation Design:**

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version 5.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT version 8.0 or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. 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.

#### **Drilled Pier Construction:**

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

#### METAL SIGNAL POLE REMOVALS

#### **Description**

Remove and dispose of existing metal signal poles including mast arms, and remove and dispose of existing foundations, associated anchor bolts, electrical wires and connections.

#### **Construction Methods**

#### **Foundations:**

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

#### **Metal Poles:**

Division 3 Traffic Services will assume ownership of the metal signal poles, remove the metal signal poles, and make arrangements with the Engineer to deliver the metal signal poles from the project to Traffic Services. Use methods to remove the metal signal poles and attached traffic signal equipment that will not result in damage to the poles or other portions of the project or facility. Repair damages that are a result of the Contractor's actions at no additional cost to the Department.

Transport and properly dispose of the materials.

Backfill and compact disturbed areas to match the finished ground elevation. Seed unpaved areas. Use methods to remove the foundations that will not result in damage to other portions of the project or facility.

Repair damages that are a result of the Contractor's actions at no cost to the Department.

#### POLE NUMBERING SYSTEM

#### **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".

#### **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.

#### MEASUREMENT AND PAYMENT

Actual number of metal strain signal poles (without regard to height or load capacity) installed and accepted.

Actual number of metal poles with single mast arms installed and accepted.

Actual number of metal poles with dual mast arms installed and accepted.

Actual number of soil tests with SPT borings drilled furnished and accepted.

Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed and accepted.

Actual number of foundations with wing walls furnished, installed and accepted, excluding foundation length.

Refer to method of measurement above for drilled pier foundation.

Actual number of metal signal pole foundations removed and disposed.

Actual number of metal signal poles removed and disposed.

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

#### Payment will be made under:

Metal Strain Signal Pole	Each
Metal Pole with Single Mast Arm	Each
Metal Pole with Dual Mast Arm	Each
Soil Test	Each
Drilled Pier Foundation	Cubic Yard
Foundation with Wing Walls ()	Cubic Yard
Metal Pole Foundation Removal	Each
Metal Pole Removal	Each

### **CONTROLLERS WITH CABINETS**

#### **MATERIALS – TYPE 170E CONTROLLERS**

Conform to the CALTRANS *Traffic Signal Control Equipment Specifications* and addendum 8, *Specifications for Model 170E Enhanced Controller Unit and Associated Model 412C and Model 172 Modules* except as required herein.

Provide model 412C Program Modules as defined in CALTRANS Addendum 8 except as specified otherwise herein. Provide program module delivery with Memory Select #4 Configuration except that all RAM must be DALLAS Non-volatile RAM or an approved equal. Ensure that the removal of the program module from the controller will place the intersection into flash.

Provide diagnostic software or removable diagnostic PROM modules that will test and diagnose the following:

- systems of the controller, including the internal memory, Program Module, Real Time Clock, I/O circuitry, display, and keyboard;
- systems of the cabinet, including the output file, input file, police panel, flashing operation, and cabinet switches; and
- systems of the conflict monitor by checking all possible conflicts in a logical sequence and resetting the conflict monitor each time, and by testing red failure function and red detect cable disconnects.

Ensure that the automatic reset function can be enabled by inserting a diagnostic plug in the jack labeled "Conflict Monitor Test" in the "TEST" position.

In addition to CALTRANS system communications capability between a central computer and master controller and master to local controller communications, provide communications capability with the intersection conflict monitor via an RS-232C/D port on the monitor. Ensure controller receives data from the conflict monitor through a controller Asynchronous Communications Interface Adapter (ACIA) determined by the controller software manufacturer.

Ensure that with the appropriate software, the controller is capable of communicating directly through a laptop nine pin serial port to the same monitor RS-232C/D to retrieve all event log information.

Furnish a communications connecting cable with the following pin connections.

170		Conflict Monitor DB-9
RX pin L	Connect to	TX pin 2
TX pin K	Connect to	RX pin 3
+5 pin D	Connect to	DTR pin 4
GND pin N	Connect to	GND pin 5

Provide a male DB-9 connector on the cable for connection to the monitor.

Provide socket mounting for through-hole mount devices with 14 or more pins. Ensure that all sockets are AUGAT-500 series machined sockets, or equal.

Provide a moisture resistant coating on all circuit boards. Mount circuit boards vertically.

#### MATERIALS – TYPE 2070L CONTROLLERS

Conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated August 16, 2002, plus Errata 1 dated October 27, 2003 and Errata 2 dated June 08, 2004) except as required herein. Furnish Model 2070L controllers. Ensure that removal of the CPU module from the controller will place the intersection into flash.

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

Provide model 2070L controllers with the latest version of OS9 operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2A, Field I/O Module (FI/O)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

Furnish one additional MODEL 2070-7A, Async Serial Com Module (9-pin RS-232) for all master controller locations.

For each master location and central control center, furnish a U.S. Robotics V.92 or approved equivalent auto-dial/auto-answer external modem to accomplish the interface to the Department-furnished microcomputers. Include all necessary hardware to ensure telecommunications.

#### MATERIALS – NEMA TS-1 CONTROLLERS

Furnish NEMA TS-1 controller (*insert model number here*), or approved equivalent. Include a NEMA standard overlap card.

Ensure that all components are arranged for easy access during servicing. When modular in construction, provide guides and positive connection devices to insure proper pin alignment and connection. Provide a moisture resistant coating on all circuit boards.

#### MATERIALS - NEMA TS-2 TYPE 2 CONTROLLERS

Furnish NEMA TS-2, Type 2 (*insert model number here*), or approved equivalent. Include a NEMA standard overlap card.

Ensure that all components are arranged for easy access during servicing. When modular in construction, provide guides and positive connection devices to insure proper pin alignment and connection.

Provide a moisture resistant coating on all circuit boards.

#### **MATERIALS – GENERAL CABINETS**

Provide a moisture resistant coating on all circuit boards.

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

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

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

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

#### **MATERIALS – TYPE 170E CABINETS**

### **Type 170 E Cabinets General**

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

Furnish model 336S pole mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. When overlaps are required, provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details. Provide 336S pole mounted cabinets that are 46" high with 40" high internal rack assemblies.

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

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

#### **Type 170 E Cabinet Electrical Requirements**

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

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

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

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

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

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

Maximum Capacitance......35 pF

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

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

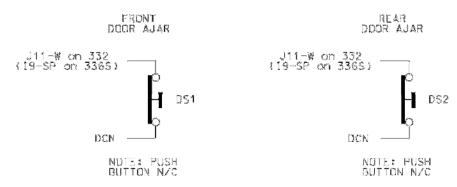
Peak Surge Current (Single pulse, 8x20µs).....10,000A
Occurrences (8x20µs waveform)......100 @ 2,000A
Maximum Clamp Voltage ......30V
Response Time......<1 nanosecond

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

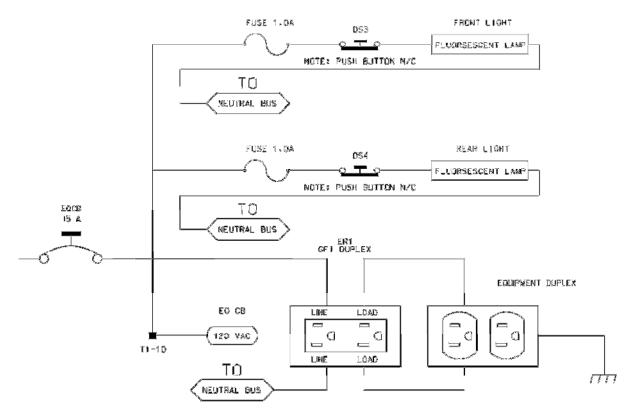
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

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

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



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



Furnish a police panel with a police panel door. For model 336S cabinets, mount the police panel on the rear door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the

controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

Provide a 1/4-inch locking phone jack in the police panel for a hand control to manually control the intersection. Provide sufficient room in the police panel for storage of a hand control and cord.

Ensure the 336S cabinet Input File is wired as follows:

					Port-Bi	336S ( it/C-1 F	Cabinet Pin Assi		t					
Slot #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
C-1 (Spares)	59	60	61	62	63	64	65	66	75	76	77	78	79	80
Port C-1	3-2 56	1-1 39	3-4 58	1-3 41	3-1 55	1-2 40	3-3 57	1-4 42	2-5 51	5-5 71	5-6 72	5-1 67	5-2 68	6-7 81
Port C-1	2-1 47	1-5 43	2-3 49	1-7 45	2-2 48	1-6 44	2-4 50	1-8 46	2-6 52	5-7 73	5-8 74	5-3 69	5-4 70	6-8 82

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

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

Connect detector test switches for cabinets as follows:

336S Cabinet		332 Cabinet		
<b>Detector Call Switches</b>	Terminals	<b>Detector Call Switches</b>	Terminals	
Phase 1	I1-F	Phase 1	I1-W	
Phase 2	I2-F	Phase 2	I4-W	
Phase 3	I3-F	Phase 3	I5-W	
Phase 4	I4-F	Phase 4	I8-W	
Phase 5	I5-F	Phase 5	J1-W	
Phase 6	I6-F	Phase 6	J4-W	
Phase 7	I7-F	Phase 7	J5-W	
Phase 8	I8-F	Phase 8	J8-W	

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations. Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown below. When no auxiliary output file is installed in the cabinet, provide wires

for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

	P	P1 P2		Р3		
PIN	FUNCTION	CONN TO	FUNCTION	CONN TO	FUNCTION	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Connect the P20 terminal assembly (red monitor board) to a connector installed on the front of the type 2018 enhanced conflict monitor through a 3-1/2 foot 20-wire ribbon cable. Ensure that the ribbon cable connector and the connector on the conflict monitor are keyed to ensure proper connection. Ensure that removal of the P20 ribbon cable will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below.

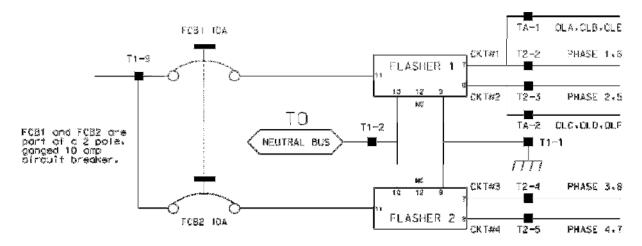
Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

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

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

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

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



Ensure auxiliary output files are wired as follows:

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

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

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

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

#### **Type 170 E Cabinet Physical Requirements**

Do not mold, cast, or scribe the name "City of Los Angeles" on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification

No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08. Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

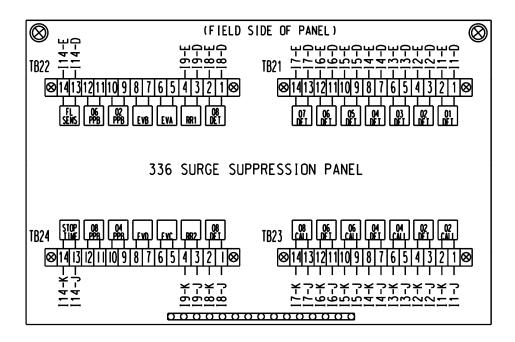
Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

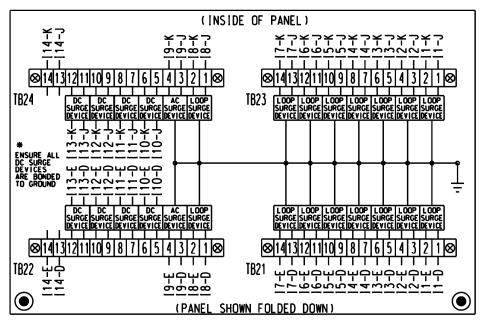
Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional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

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

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

For pole mounted cabinets, mount surge protection devices for the AC+ interconnect inputs, inductive loop detector inputs, and low voltage DC inputs on a swing down panel assembly fabricated from sturdy aluminum. Attach the swing down panel to the bottom rear cabinet rack assembly using thumb screws. Ensure the swing down panel allows for easy removal of the input file without removing the surge protection panel assembly or its parts. Have the surge protection devices mounted horizontally on the panel and soldered to the feed through terminals of four 14 position terminal blocks with #8 screws mounted on the other side. Ensure the top row of terminals is connected to the upper slots and the bottom row of terminals is connected to the bottom slots. Provide a 15 position copper equipment ground bus attached to the field terminal side (outside) of the swing down panel for termination of loop lead-in shield grounds. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.





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

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

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

#### **Model 2018 Enhanced Conflict Monitor**

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

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

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

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

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

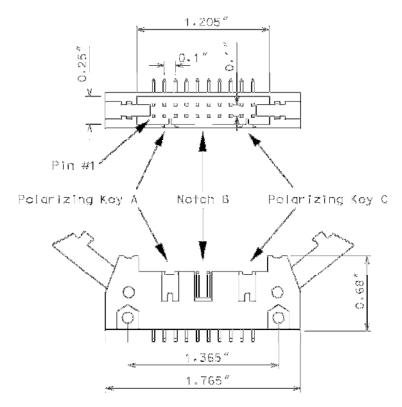
Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 + - 0.1s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 + - 0.1s (210 mode).

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

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

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

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



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

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

Ensure that the removal of the P-20 red interface ribbon cable will cause the monitor to recognize a latching fault condition and place the cabinet into flashing operation.

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

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

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

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

- 1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no "on" voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070L controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less that 750 ms when used with a 170 controller and 1200 ms when used with a 2070L controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
  - a) Red Enable input to monitor is active (Red Enable voltages are "on" at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
  - b) Neither Special Function 1 nor Special Function 2 inputs are active.
  - c) Pin #EE (output relay common) is not active
- 2. Short/Missing Yellow Indication Fault (Clearance Error): Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0.1-second accuracy). If a channel fails to detect an "on" signal at the Yellow input for a minimum of 2.7 seconds (± 0.1 second) following the detection of an "on" signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.
- 3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as "on" at the same time on the same channel. If dual indications are detected for a period greater than 500

ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.

4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

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

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of 4 Hz  $\pm$  20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the "restore" level. If the watchdog input has not made 5 transitions between the True and False state within  $10 \pm 0.5$  seconds, the monitor shall enter a WDT error fault condition.

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

#### **FYA** mode

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

Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

#### FYAc mode

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

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

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

Conflict Monitor RS-232C/D (DB-9 Female) Pinout			
Pin Number	Pin Number Function		
1	DCD	0	
2	TX Data	0	
3	RX Data	I	
4	DTR	I	
5	Ground	-	
6	DSR	0	
7	CTS	I	
8	RTS	0	
9	NC	-	

#### MONITOR BOARD EDGE CONNECTOR

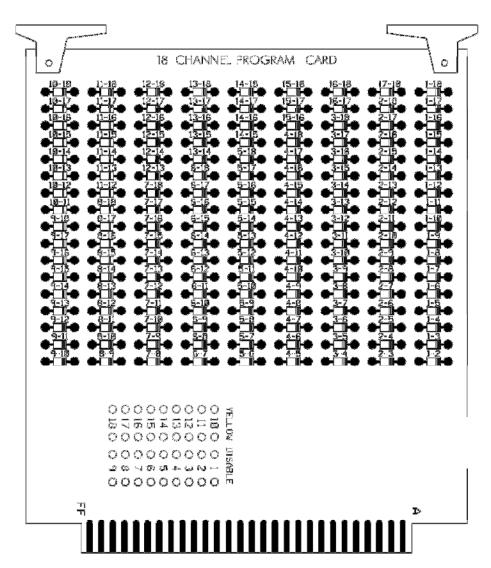
Pin#	Function (Back Side)	Pin#	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	В	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	Н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

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

### CONFLICT PROGRAM CARD PIN ASSIGNMENTS

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

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



#### **MATERIALS – NEMA TS-1 CABINETS**

#### **NEMA TS-1 Cabinet Physical Requirements**

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate. Provide a roof with a slope from front to back at a minimum ratio of 1-inch drop per 2 feet. Ensure that each exterior cabinet plane surface is constructed of a single sheet of aluminum and is seamless.

Provide a handle and three point latching mechanism designed to be disassembled using hand tools. Provide a shaft connecting the latching plate to the door handle by passing through the door within a bushing, bearing, or equivalent device. Provide a latching plate at least 3/16 inch thick and that mates securely with the lock bolt. Provide a lock bolt with a flat end (no bevel) and that has at least 1/4 inch of length in contact with the latching plate.

Ensure that the handle and lock are positioned so that the lock does not lie in the path of the rotating handle as the door is unlatched and that the handle points down in the latched position.

Provide a cabinet that is neat in appearance. Provide continuous welds made from the inside wherever possible. On the exterior, provide smooth and flush joints. Ensure there are no superfluous holes in the outside of the cabinet.

Ensure that no screws, bolts, nuts or rivets protrude to the outside of the cabinet shell. Ensure cabinet surface is smooth and free of blemishes and discoloration.

Provide a main door opening that encompasses the full frontal area of the cabinet shell exclusive of the area reserved for plenums and flanges. Provide a rear door in base-mounted cabinets, unless otherwise specified. Ensure that the rear door complies with all requirements for the front door, except as follows:

- Hinge rear door on the left side as viewed from the rear of the cabinet shell facing the door.
- No police compartment is required on a rear door.

Ensure that the cabinet shell is sturdy and does not exhibit noticeable flexing, bending or distortion under normal conditions except that a minor amount of flexing is permitted in the main door and rear door only when the cabinet is open. In such case, the flexing must not result in permanent deformation of the door or damage to components mounted on the door. Ensure that pedestal-mounted cabinets have sufficient framing around the slipfitter attachment

so that no noticeable flexing will occur at or about this point.

Ensure that the cabinet is large enough to accommodate all of the required equipment, specified future equipment, and wiring within the cabinet to provide sufficient room for servicing. Provide ample space in the bottom of the cabinet for the entrance and forming of all necessary wires and cables without interference with the operation, viewing, and servicing of the equipment. Ensure that the size of the cabinet permits all required and specified future equipment to be mounted in the upright position with sufficient space around it to provide adequate ventilation. Ensure at least 2 inches of clearance is provided around all vents and fans to insure proper air circulation. Ensure the interior size of the cabinets is at least:

Pole- and pedestal-mounted controller cabinets:	$4.98 \text{ ft}^3$
Base-mounted controller cabinets:	$11.6 \text{ ft}^3$
Pole- and pedestal-mounted on-street master cabinets:	$3.5 \text{ ft}^3$
Base-mounted on-street master cabinets:	$7.52 \text{ ft}^3$

If specified on the bid list or the plans, controller cabinets as small as 3.3 ft<sup>3</sup> may be provided for pole- and pedestal-mounted cabinets provided all other requirements are satisfied. Unless otherwise noted, ensure that cabinets do not exceed the following dimensions:

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	Waximum Outside Dimensions				Maximum Outside Dimensions
Type of Cabinet	Height	Width	Depth		
Pole-mounted	52 inches	30 inches	22 inches		
Pedestal-mounted	36 inches	30 inches	22 inches		
Base-mounted	None	None	None		

Provide at least 2 sturdy shelves having an unobstructed depth of at least 13 inches. Ensure top shelf is at least 12 inches below the top of the door opening. Secure any card rack to the walls or shelves. Ensure equipment and components mounted on the cabinet walls require no more than the use of a screwdriver to accomplish their easy removal for servicing. Ensure shelf-mounted units are placed in their proper positions on the shelves without having to twist or turn them during the placement process.

Provide a minimum 12 x 14 inch plastic envelope or container located in the cabinet so that it is convenient for service personnel. Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the plastic envelope or container.

Provide a roof with a shield that prevents water from dripping into the cabinet. Equip the roof with a thermostatically controlled exhaust fan and suitably screened exhaust vents that will permit the flow of air for which the fan is rated. Ensure that base-mounted cabinets have a fan rated for at least 12 gal./s and pole- and pedestal-mounted cabinets have a fan rated for at least 6 gal./s. Ensure that the fan does not protrude to the outside of the cabinet and that it is mounted in such a way that it can be easily removed for servicing. Fusing the fan is not required. Ensure that the roof assembly is formed in such a way that it facilitates air exhaust from the fan.

Provide an additional vent or vents at or near the bottom to permit the intake of air. Ensure that the size of the vents permit the flow of air corresponding to the rated flow of the fan. Ensure that the vents are not smaller than 29.45 in<sup>2</sup>. Equip the vents with standard-size replaceable fiberglass filters. Ensure that the vents do not permit the entrance of rain or snow.

Furnish a fluorescent fixture as required by NEMA TS-2 Specifications with a second lighting fixture mounted under the bottom shelf to light the terminals. Ensure that the second fixture is a fluorescent lighting fixture that complies with NEMA TS-2 Specifications or is a flexible gooseneck fixture containing a protected incandescent reflector bulb of a least 25 Watts. Furnish all bulbs. Ensure that the lamps are door switch actuated.

Provide the cabinet with an adjustable thermostat located in the upper portion of the inside the roof and connected to control the fan. Ensure that it is manually adjustable within the range of at least 78 to 170 degrees F with a calibrated scale. Ensure that the thermostat has contacts rated for use with the fan. Ensure that the thermostat turns the fan on at the set temperature and turns it off when the temperature is 4.5 degrees F below the set temperature.

Provide sufficient electrical and electronic noise suppression in the cabinet to enable all equipment in it to function properly. Ensure cabinet is equipped with one or more radio interference filters connected between the stages of the power line surge protector. Ensure filter(s) minimize interference generated in the cabinet in both the broadcast and aircraft frequencies. Ensure filter(s) provide attenuation of at least 50 decibels over a frequency range of 200 kilohertz to 75 megahertz. Provide filters that are hermetically sealed in metal cases and are insulated. Ensure filter is rated at least at the rated current of the main circuit breaker, 125-volt, 60 Hertz.

#### **NEMA TS-1 Cabinet Electrical Requirements**

Provide duplex receptacle in the cabinet located conveniently for service personnel and in such a position that no electrical hazard will be presented to such personnel when using the receptacle. Ensure that the receptacle is a 3-wire ground fault interrupt type that will also accept a standard 2-prong, non-grounding plug. Ensure that the receptacle is reserved for the use of service personnel. Ensure normal control cabinet equipment is not connected to the receptacle.

Provide the cabinet with a NEMA standard circuit breaker box having at least two circuit breakers. Alternatively, provide circuit breakers that are installed in such a way that personnel servicing the cabinet, including the rear of the back panel, cannot inadvertently be exposed to a hazard. Ensure that a terminal block connected to the circuit breakers accommodates service wire as large as Number 6 AWG. Ensure that these circuit breakers are in addition to any fuses that are a part of the individual control equipment components. Provide a clear plastic guard or the equivalent to prevent incidental contact and shock hazard that protects exposed 120-volt AC terminals on the power panel.

Provide a cabinet with a ground bus having at least 20 terminals. Ensure that the bus is attached and electrically bonded to the wall of the cabinet and located conveniently to the traffic signal load circuits. Provide terminals to accommodate Number 10, 12, and 14 AWG conductors. Ensure that at least one terminal on each end is grounded and accommodates a Number 4 AWG conductor.

Provide a cabinet with an AC Neutral bus having at least 24 terminals. Ensure bus is isolated electrically from the cabinet ground. Provide terminals to accommodate Number 10, 12, and 14 AWG conductors. Ensure bus bar is conveniently located near the traffic signal load circuits.

Provide surge suppression in the cabinet and ensure that all devices operate over the temperature range of –40 to 185 degrees F.

Provide a loop surge suppresser for each set of loop terminals in the cabinet. Use terminal mount or stud mount devices for terminating the loop surge suppresser. Ensure that the device can withstand a minimum of 25 peak surge current occurrences at 100A in differential and common modes for a 10x700 microsecond waveform. 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 and an off state leakage current less than  $10\mu A$  with 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 waveform at 2000A, or a 10x700 microsecond waveform at 400A. Provide a maximum clamping voltage suited to the equipment protected. Provide a maximum response time less than 1 nanosecond with a nominal capacitance less than 1500pf and a series resistance less than 150.

Ensure that no direct inter-equipment connection is made. Ensure that all equipment is connected to other items of equipment at the cabinet terminal blocks.

Provide the capability for each item of equipment from the cabinet to be removed without disconnecting individual wires. Provide the equipment with suitable MS-type or other multi-pin connectors, or mount in card racks that provide for automatic connection of the card when it is inserted in the rack. Ensure that connectors for the controller A, B and C harnesses, for shelf-mounted detectors and for conflict monitors are metal and separately bonded to the chassis.

Ensure that functionally equivalent equipment is electrically and mechanically interchangeable.

Ensure that all equipment and circuit cards are designed or keyed so that it is physically impossible to connect the unit to the wrong connector or insert it into an incorrect slot. Equip the cabinet with terminal blocks (strips) for the termination of all field conductors and all internal wires and harness conductors. Ensure that all wires are terminated at the terminals. Provide field terminals that are readily accessible without the removal of equipment and located conveniently to the wires, cables and harnesses. Ensure that each terminal block is of electrical grade

thermoplastic or thermosetting plastic and each terminal block is a closed back design and has recessed-screw terminals with molded barriers between the terminals.

Ensure that each terminal of a terminal block consists of two terminal screws with a removable shorting bar between them. However, if the terminal block is part of a fabricated panel, each terminal may consist of a single terminal screw with a feed-through binding post to which conductors are soldered behind the panel. Exception: Terminal blocks used for field wiring connections are not required to have removable shorting bars unless required by a specific manufacturer's design. Ensure that each terminal block is labeled with a block designation and each terminal is labeled with a number. Ensure that all terminal functions are also labeled on the back panel or terminal blocks.

Provide labels that are visible when the terminal block is fully wired. Ensure that the labels are shown on the cabinet wiring diagrams. Ensure that no terminals are closer than 4 inches to the bottom of the cabinet and provide those in base-mounted cabinets at least 6 inches from the bottom. Ensure that terminals serving similar functions are grouped together. Ensure that no terminals are located on the under side of shelves or at other places where they are not readily visible and accessible or where they may be a hazard to personnel who might inadvertently touch them. Provide police

panel, if required, with an enclosure over the terminals of its components to prevent hazard to personnel. Cardboard and other types of flexible covers are not acceptable.

Ensure all equipment in the cabinet is connected to the cabinet, to the other items of equipment, and to the field circuits at the cabinet terminal blocks by means of neatly trained harnesses.

Provide harnesses in the cabinet for non-permanently mounted equipment that are long enough to allow the equipment to be relocated in an upright position to the roof of the cabinet or to be located to the ground 12 inches below cabinet level. Provide a secondary ground conductor of sufficient size to safely carry any fault current for harnesses that supply power or an AC+ input greater than 24 volts. Ensure that all harnesses are neatly dressed along the cabinet walls either parallel to or perpendicular to the floor. Ensure that they do not run diagonally. Ensure that the harness, which connects the components on the door to the remainder of the cabinet does not touch the doorjamb in any door position, including fully open.

Ensure that each conductor, including unused conductors, within or entering the cabinet is connected to a terminal.

Ensure that no more than two conductors are connected to any single terminal screw with the following exception. Multiple conductors may be attached to a terminal used to distribute AC and DC power functions (AC+, AC-, Earth Ground, 24VDC, Logic Ground, etc.) or similar multi-use signals under the following conditions:

- it is unlikely that the conductors attached to such terminals will be removed by the cabinet user and,
- there exists at least one terminal for each of the functions that has two or fewer conductors connected to it that is available for customer use.

This exception does not alter other requirements in these specifications that define the required number of terminals for power or other specific circuits. This provision does not apply to terminals on the load side of the load switches.

Ensure that each conductor has a crimped spade lug when connected to a terminal screw. Terminations to the back panel may be soldered. Connections such as quick connectors and barrel connectors are not acceptable. No in-line splices are permitted in any conductor.

Ensure outgoing circuits are of the same polarity as the line side of the AC supply. Ensure that the common return is of the same polarity as the grounded side of the AC supply.

Ensure all wiring is formed into neatly packaged and neatly dressed harnesses and laced, braided or tied with nylon tie wraps at closely spaced intervals. Where wires, cables or harnesses must be attached to the cabinet walls or door for support or to prevent undue wear or flexing, ensure attachment is made using nylon tie straps or metal clamps with rubber or neoprene insulators. Ensure that these attachment devices are screwed to the cabinet. Stickon clamps or straps are not permitted.

Ensure that all field wiring and all internal conductors that are likely to be disconnected from time to time are tagged with non-fading, permanent sleeve labels at the ends of the conductors at the terminals. Ensure that sleeve labels are shrunk tightly to grip the conductors. Alternatively, hot stamp labels on the insulation of internal conductors at intervals of no greater than 4 inches. Ensure that all jumpers are wire conductors or metal plates. Using printed circuit back panels or back panels with wire tracks on boards are not permitted. Provide 3 terminals (2 for loop conductors and 1 for shield) for each loop shown on the plans or required by the bid list. As a minimum, ensure cabinet provides sufficient terminals for 4 loops and detectors in Type 2 cabinets, 8 loops and detectors in Type 4 cabinets, and 16 loops and detectors in Type 8 cabinets. Provide a loop detector surge protector connected to each detector loop input.

Furnish the cabinet with a neatly labeled test switch panel mounted on the inside of the cabinet door. Ensure that the panel contains the following components that are connected to provide the functions indicated. Unless otherwise required, provide switches that are heavy-duty toggle switches.

1) **Detector Circuit Test Switch:** Ensure each detector circuit test switch is a three-position (on-normal-momentary on) switch. Ensure each switch is connected to the controller's or communications unit's detector input and in parallel with its associated detector's output so service personnel can place both momentary and constant calls on the device to be actuated. When in the normal position (center position), ensure switch has no effect on the device to be actuated. In all cases, the detector is to remain connected to the device to be actuated. Provide a detector circuit test switch for each vehicle detector input connected to the controller and each pedestrian detector input to the controller regardless of how many of the controller's phases are in use. In addition, provide detector circuit test switches connected to the system detector inputs of the communications unit if required by the plans or the bid list. As a minimum, provide the following numbers of switches:

	Vehicle	Pedestrian		
Type of Cabinet	<b>Detector Switches</b>	<b>Detector Switches</b>		
Type 2 cabinet	2	2		
Type 4 cabinet	4	4		
Type 8 cabinet	8	4		

2) **Technician Flash Switch:** Provide the test switch panel with a toggle switch for switching the intersection operation between normal stop-and-go (AUTO) operation and flashing operation. Protect this switch against accidental activation by a flip-up switch guard that does not affect switch position when closed.

- 3) **Controller Power Switch:** Provide a test switch panel that contains a toggle switch connected to remove power from the controller and all auxiliary equipment but ensure it does not interrupt power to the flasher. Ensure that this switch is protected against accidental activation by a flip-up switch guard that does not affect switch position when closed.
- 4) **Preemption Test Switches:** Provide a preemption test switch for each distinct preemption operation required by the plans or the bid list. Ensure that the switch is located on the inside of the door or on the left or right inside wall of the cabinet at an easily accessible location. Ensure that the switch is protected against accidental activation by a flip-up switch guard that does not affect switch position when closed.
  - Provide the cabinet with a police panel that is furnished with the indicated components connected:
- 1) **Police Panel Construction:** Provide a police panel with a door on it in the main door that is accessible when the main door is closed and will not allow water to enter the cabinet when the police door is open. Ensure that the police panel door is hinged on the right side as viewed facing it and has a lock that is keyed with two furnished keys and keyed to a standard police/fire call box key for each cabinet.
- 2) **Emergency Flash Switch:** Provide the police panel with a toggle switch for switching the intersection operation between normal stop-and-go (AUTO) operation and flashing operation.
- 3) **Signal Switch:** Provide the police panel with a toggle switch connected to permit power to be turned on and off to the field signal indicators. When in the off position, ensure that the power it removes is from the field signal indicators and that the controller and all equipment in the cabinet continue to operate normally.
- 4) **Automatic/Manual Switch:** Provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL) using a hand control. Ensure that the manual control is implemented using only the Manual Control Enable and Interval Advance functions of the controller.
- 5) **Hand Control:** Provide a hand control with each cabinet for the police panel if specifically required by the plans or the bid list. Provide the hand control as a standard traffic signal manual control push-button connected on one end of a 10 feet coil cord with a 1/4 inch locking phone plug on the other end. Provide a locking phone jack in the police panel for this hand control to effect manual control of the intersection as described above. Ensure the plug and jack lock together so they will not disconnect even when the cord is stretched to its limit. Ensure police panel has room for storage of the hand control.

Provide the cabinet with one or as many as needed solid state flashers to operate the signal displays when the intersection is operated in the flashing mode. Provide the cabinet with a flasher socket for each flasher and make it part of the cabinet back panel. Ensure that the cabinet is wired so that it is possible to select either flashing red or flashing yellow for each signal circuit by switching a jumper plug on the back panel or by switching jumpers using simple hand tools. Ensure that disassembly of and access to the rear of the back panel is not required to effect a flash color change. Ensure that movement of no more than three jumpers is required to change the flash color for any signal circuit. Ensure that the cabinet is wired to effect the switch between normal stop-and-go operation and flashing operation. Provide the following flashing operation:

• Ensure that the controller controls the planned change from stop-and-go operation to flashing operation.

- Ensure that upon actuation of the emergency flash switch in the police panel or the technician flash switch in the test switch panel or upon command of the conflict monitor, the signal indicators are disconnected from the load switches and the appropriate signal indicators are connected to flashing power. Ensure all other signal indicators are dark. Ensure this change takes place immediately upon actuation regardless of the signal indicators being displayed.
- Regardless of the mode of entry into flashing operation, ensure that the return to normal stop-and-go operation occurs only when the controller begins to time the major street WALK interval (green interval if WALK is not used). Ensure that this is accomplished via the activation of the external start input.
- Ensure that the operation of the intersection controller is not affected when the technician flash switch or the communications unit initiates flashing operation, if any, and the controller continues to operate normally. Ensure that the controller stops timing when actuated by the emergency flash switch or the conflict monitor.

Furnish all cabinets, except pretimed cabinets, with optical isolation circuits connected between the pedestrian push-buttons and the pedestrian detector inputs of the controllers and the two-pulse pedestrian detector logic units, if any. Ensure all electronic components for the isolation circuits are contained on a circuit board that can be easily disconnected from its receptacle. Provide isolation circuits for the following number of pedestrian detector circuits:

Type 2 cabinet: 2
Type 4 cabinet: 4
Type 8 cabinet: 4

Ensure that the voltage present at the pedestrian push-buttons does not exceed 24 volts.

#### **NEMA TS-1 Conflict Monitors**

Furnish NEMA TS-1 conflict monitor with programming card. Ensure that the absence of the programming card will cause the conflict monitor to trigger, and remain in the triggered state until reset.

Provide a conflict monitor that recognizes the following faults in addition to those specified by NEMA TS-1 Section 6. Ensure that the conflict monitor will trigger as required by the NEMA Specifications:

- Yellow indication missing or shorter than 2.7 seconds (with  $\pm$  0.1 second accuracy);
- Walk indication without green vehicle indication on same channel;
- Dual Indications on the same channel.

•

Ensure that the tests for short and missing yellows and for dual indications be turned on or off per channel. Ensure that the test for walk without green be selectable for each unit. If one of the additional optional fault tests are enabled and an associated fault is detected, ensure that the conflict monitor remains in the triggered state until the unit is reset unless otherwise specified.

When the conflict monitor is triggered, provide a visual indication of the type of event that triggered the unit. Ensure that these indications and the status of each channel be retained until the conflict monitor is reset.

Ensure that the conflict monitor allows user selected latching of the CVM, 24V I, and 24V II inputs. When the conflict monitor is set for latching operation and one of these events is triggered, ensure that the monitor is reset before returning to normal operation.

Provide nonvolatile memory in the conflict monitor that retains a log of events containing the failure type, channel status, date, time for the nine most recent faults, and the date and time of the ten most recent power failures at a minimum. Ensure that the conflict monitor outputs the event log on request to a printer and uploads the event log on request to a Department-furnished personal computer via the RS-232C serial port. Provide the RS-232C serial port mounted on the front.

Provide a conflict monitor with the number of channels required by the plans or bid list. Where required by the plans or bid list, ensure that the conflict monitor is supplied with a wiring harness set. Ensure that the harness is fitted with the proper connector and the harness is 10 feet in length.

#### **MATERIALS – NEMA TS-2 TYPE 1 CABINETS**

#### **NEMA TS-2 Type 1 Cabinets General**

Comply with the *NEMA Standards Publication TS-2* (NEMA TS-2) except as otherwise stated herein. Furnish unpainted, natural, aluminum cabinet shells that comply with Section 7 of NEMA TS-2. Ensure all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate. Provide a roof with a slope from front to back at a minimum ratio of 1 inch drop per 2 feet. Ensure that each exterior cabinet plane surface is constructed of a single sheet of aluminum and is seamless.

Ensure all components are arranged for easy access during servicing. When modular in construction, provide guides and positive connection devices to insure proper pin alignment and connection.

Provide a moisture resistant coating on all circuit boards.

#### **NEMA TS-2 Type 1 Cabinet Physical Requirements**

Provide a handle and three point latching mechanism designed to be disassembled using hand tools. Provide a shaft connecting the latching plate to the door handle by passing through the door within a bushing, bearing, or equivalent device. Provide a latching plate at least 3/16 inch thick and that mates securely with the lock bolt. Provide a lock bolt with a flat end (no bevel) and that has at least 1/4 inch of length in contact with the latching plate.

Ensure that the handle and lock are positioned so that the lock does not lie in the path of the rotating handle as the door is unlatched and that the handle points down in the latched position.

Provide continuous welds made from the inside wherever possible. On the exterior, provide smooth and flush joints. Ensure that no screws, bolts, or rivets protrude to outside of cabinet shell.

Provide a main door opening that encompasses the full frontal area of the cabinet shell exclusive of the area reserved for plenums and flanges. Provide a rear door in base-mounted cabinets, unless otherwise specified. Ensure that the rear door complies with all requirements for the front door, except as follows:

- \* Hinge the rear door on the left side as viewed from the rear of the cabinet shell facing the door.
- \* No police compartment is required on a rear door.

Ensure that the cabinet shell is sturdy and does not exhibit noticeable flexing, bending or distortion under normal conditions except that a minor amount of flexing is permitted in the main door and rear door only when the cabinet is open. In such case, the flexing must not result in permanent deformation of the door or damage to components mounted on the door. Ensure that pedestal-mounted cabinets have sufficient framing around the slipfitter attachment so that no noticeable flexing will occur at or about this point.

Provide NEMA TS-2, Type 1 cabinets with 2 shelves. Ensure top shelf has an unobstructed depth of at least 12 inches for base-mounted cabinets. Ensure top shelf has an unobstructed shelf depth of at least 13 inches for pole-mounted cabinets. Locate the top shelf at least 12 inches below the top of the door opening. Provide a lower shelf for mounting detector racks, its associated BIU, and other auxiliary equipment. Locate the lower shelf at least 10 inches below the top shelf, and provide at least 13 inches of unobstructed shelf depth. Secure card racks and associated BIU connector housings to the shelf by a removable means. Place the rack so that the front of the rack is not obscured by any object and so that backpanel terminals are not obscured even when the rack is fully utilized.

Provide a back panel hinged at the bottom for access during service.

Provide a minimum 12 x 14 inch plastic envelope or container located in the cabinet so that it is convenient for service personnel.

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

Do not locate permanently mounted equipment in such a way that will restrict access to terminals.

#### **NEMA TS-2 Type 1 Cabinet Electrical Requirements**

Provide a neutral that is not connected to the earth ground or the logic ground anywhere within the cabinet. Ensure the earth ground bus and the neutral ground bus each have ten compression type terminals each of which can accommodate wires ranging from number 14 through number 4.

Provide surge suppression in the cabinet and ensure that all devices operate over the temperature range of -40 to 185 degrees F.

Provide a loop surge suppresser for each set of loop terminals in the cabinet. Use terminal mount or stud mount devices for terminating the loop surge suppresser. Ensure that the device can withstand a minimum of 25 peak surge current occurrences at 100A in differential and common modes for a 10x700 microsecond waveform. 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 and an off-state leakage current less than 10  $\mu$ A. Ensure that 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 waveform at 2000A, or a 10x700 microsecond waveform at 400A. Provide a maximum clamping voltage suited to the equipment protected. Provide a maximum response time less than 1 nanosecond with a nominal capacitance less than 1500pf and a series resistance less than 15  $\Omega$ .

Furnish a fluorescent fixture as required by NEMA TS-2 Specifications with a second lighting fixture mounted under the bottom shelf to light the terminals. Ensure that the second fixture is a fluorescent lighting fixture that complies with NEMA TS-2 Specifications or is a flexible gooseneck fixture containing a protected incandescent reflector bulb of at least 25 Watts. Furnish all bulbs. Ensure that the lamps are door switch actuated.

Provide connector type harnesses for all equipment installed in the cabinet, including detector racks. Furnish a harness with connectors to adapt the NEMA TS-2, Type 2 controller "A" connector to the NEMA TS-2, Type 1 "A" connector furnished with the cabinet assembly.

Tag all conductors that are likely to be disconnected from time to time with non-fading, permanent sleeve labels at the ends of the conductors.

In cabinets that are not base mounted, have no terminals closer than 4 inches to the bottom of the cabinet.

Fasten all wiring and harness supports to the cabinet with screws or other removable mechanical means. Do not use adhesives.

Provide harnesses in the cabinet for non-permanently mounted equipment that are long enough to allow the equipment to be relocated in an upright position to the roof of the cabinet or to be located to the ground 1 foot below cabinet level.

Do not locate terminals on the underside of shelves or at other places where they are not readily visible and accessible, or where they may be a hazard to personnel. Provide a clear plastic guard for exposed 120 volt AC terminals on the power panel and the rear of terminal facilities accessible from the rear door. Provide compression type earth grounds with 10 position terminal buses sized for four Number 14 AWG wires.

Provide screw-type terminals for signal feed, detector lead-in, NEMA I/Os, backpanels, and interconnect terminals.

Provide screw terminals for all other devices not defined by NEMA TS-2 Specifications. Ensure that wiring by the manufacturer is terminated either on double terminal strips with crimped-on lugs or soldered to rear terminals.

Ensure that upon leaving any cabinet or malfunction management unit (MMU) initiated flashing operation, the controller reverts to its programmed start-up operation through the use of the START UP FLASH CALL feature. Do not require special controller software to implement the return from flash in the start up mode of operation. Wire one of the output relays of the MMU to apply a logic ground to the STOP TIME input for rings 1 and 2 when the MMU initiates flashing operation because of a sensed failure. Ensure that the MMU is interlocked within the cabinet control circuitry as to prevent normal signal operation with the MMU disconnected. Ensure that the 24Vdc supply to the load switches is disconnected when cabinet flashing operation is initialized. Provide a momentary pushbutton, or equivalent method, to apply 24Vdc to the load switches during cabinet flash for troubleshooting purposes.

Unless otherwise required, provide switches that are heavy-duty toggle switches.

Provide a technician panel mounted on the inside of the door with an EQUIPMENT POWER (ON/OFF) switch and an AUTO/FLASH switch. Ensure switches are protected against accidental activation by a flip-up switch guard that does not affect switch position when closed. Provide an EQUIPMENT POWER (ON/OFF) toggle switch that connects or disconnects protected equipment power to all devices in the cabinet and does not affect AC power to the flasher.

Provide an AUTO/FLASH toggle switch which immediately places the intersection into flashing operation, disconnects the STOP TIME input generated by the MMU, and applies a logic ground to the LOCAL FLASH STATUS input of the MMU. When placed in the AUTO position, ensure that this switch causes the return of the intersection to normal operation at the programmed start up phases and intervals via the START-UP FLASH CALL feature of the controller unit. Provide a DETECTOR CHANNEL CALL three position detector test switch (on, normal, momentary on) installed for every detector channel in the detector racks. Provide four pedestrian detector test switches (on normal, momentary on) to the 4 pedestrian detector inputs of BIU no. 1. The switches may be installed on the door or on the non-door hinge side of the cabinet at the front of the cabinet.

Provide a police compartment constructed such that neither water nor dust will enter the interior of the cabinet through the police compartment, even when the police compartment door is open. Provide a rigid enclosure over the terminals of its components. Do not use flexible guards. Provide a SIGNAL POWER (ON/OFF) switch, an AUTO/FLASH switch, and an AUTO/MANUAL switch. Provide a locking jack for an optional manual push-button. Provide a SIGNAL POWER (ON/OFF) toggle switch which, when in the "OFF" position, disconnects AC power to the field terminals, applies logic ground to the LOCAL FLASH STATUS input of the MMU, and disconnects the STOP TIME input generated by the MMU. Ensure that a means to prevent recognition of red failure by the malfunction management unit is used and the switch does not affect power to equipment in the cabinet. When the SIGNAL POWER switch is switched to the "ON" position, ensure controller reverts to the programmed start-up phases and intervals via the START-UP FLASH CALL feature of the controller unit. Provide an AUTO/FLASH toggle switch that immediately places the intersection into flashing operation, and applies logic ground to the MMU LOCAL FLASH STATUS input. When placed in the AUTO position, ensure this switch allows the return of the intersection to normal operation at the programmed start-up phases and intervals via THE START-UP FLASH CALL feature of the controller unit. Provide an AUTO/MANUAL toggle switch that selects between normal operation (in the AUTO position) and manually controlled operation (in the MANUAL position). When in the MANUAL position, ensure that a logic ground is applied to the Manual Control Enable input of the controller. Ensure that only when a logic ground signal is applied to Manual Control Enable, the optional manual push-button can be used to advance the phases by applying and removing a logic ground signal to the Interval Advance input.

Provide one flash transfer relay and flasher for each corresponding socket. Provide 2 spare terminals for each flasher circuit output. Provide 1 MMU and 1 cabinet DC power supply (shelf mounted) with all necessary harnesses wired to the appropriate cabinet/back panel termination points. Terminate unused MMU inputs. Provide BIUs with sockets and terminal facilities. BIUs 3 and 4 may be mounted in a rack separate from the back panel.

Provide a minimum of 2 sets of loop terminals and a single earth ground terminal between the 2 sets of loop wire terminals for each slot in each detector rack provided.

In cabinets with less than 16 loadbay positions, provide flash transfer relay circuits for load switches used to implement pedestrian signals that are brought out to separate terminals but not connected for flashing operation when pedestrian signals are assigned to the load switch channel. Ensure that the flash circuit inputs and outputs are available for easy connection to allow conversion of a pedestrian movement load switch for use as an overlap (vehicle phase) movement load switch. Provide a reserved flash transfer relay circuit for four vehicle movements

and all necessary flash transfer relay input and output wiring and flash circuit wiring that can be made available at each pedestrian load switch position.

Comply with the applicable tables for the type of cabinet furnished:

**TS-2 Type 1 Cabinet Configurations** 

			e = Jpc =			
CABINET	Load	Flash	FLASHER	BIU'S REQUIRED	DETECTOR	TS-2
CONFIGURATION	SWITCH	RELAY	SOCKETS	(BACK PANEL/	RACK TYPE/	CABINET
	SOCKETS	SOCKETS		DETECTOR)	QUANTITY	Type*
NC-1	4	2	1	1/1	1/1	4**
NC-2	8	4	1	1/1	2/1	5
NC-3	12	6	1	2/1	2/1	6
NC-3A	12	6	1	2/2	2/2	6
NC-3B	12	6	1	2/2	2/1 1/1	6
NC-4	12	6	1	†3/1	2/1	6
NC-4A	12	6	1	†3/2	2/2	6
NC-4B	12	6	1	†3/2	2/1 1/1	6
NC-5	12	6	1	<b>‡</b> 4/1	2/1	6
NC-5A	12	6	1	<b>‡</b> 4/2	2/2	6
NC-5B	12	6	1	<b>‡</b> 4/2	2/1 1/1	6
NC-6	16	6	1	2/2	2/2	6
NC-6A	16	6	1	2/2	2/1 1/1	6
NC-7	16	6	1	†3/2	2/2	6
NC-7A	16	6	1	†3/2	2/1 1/1	6
NC-8	16	6	1	<b>‡</b> 4/2	2/2	6
NC-8A	16	6	1	<b>‡</b> 4/2	2/1 1/1	6

<sup>\*</sup>See NEMA TS-2-1998, Table 7-1 for actual dimensions.

<sup>\*\*</sup>Type 5 cabinet may be substituted for four position base mount cabinet.

<sup>†</sup> BIU 3 required along with BIU 1, BIU 2, and detector BIU(s).

<sup>‡</sup> BIU 3 and BIU 4 required along with BIU 1, BIU 2, and detector BIU(s).

8-Position Loadbay Cabinet Phase Assignments

				0	
PHASE/OL	MALFUNCTION	Assigned To	Assigned To	ASSIGNED TO	Program
Number	MANAGEMENT UNIT	LOAD SWITCH	FLASH RELAY	FLASHER	Flash
	CHANNEL ASSIGNMENT	POSITION NUMBER	NUMBER	CIRCUIT/	Color
1	1	1	1	1	R
2	2	2	1	2	Y
3	3	3	2	1	R
4	4	4	2	2	R
2 PED-O/LA †	5	5	†3	†1	D
4 PED O/L .B†	6	6	†3	†2	D
O/L C	7	7	4	1	R
O/L D	8	8	4	2	R

<sup>†</sup> Prepare this load switch position for the pedestrian movement indicated. Wire pedestrian signals to flash dark. Make flash circuitry for this load switch position available and accessible at a separate terminal to allow connection to the load switch and field terminal circuit for a vehicle movement at a later date if desired.

#### 12-Position Loadbay Cabinet Phase Assignments

				0	
PHASE/OL	MALFUNCTION	Assigned To	ASSIGNED TO	ASSIGNED TO	PROGRAM
Number	MANAGEMENT UNIT	LOAD SWITCH	FLASH RELAY	FLASHER	Flash
	CHANNEL ASSIGNMENT	POSITION NUMBER	NUMBER	CIRCUIT/	Color
1	1	1	1	1	R
2	2	2	1	2	Y
3	3	3	2	1	R
4	4	4	2	2	R
5	5	5	3	2	R
6	6	6	3	1	Y
7	7	7	4	2	R
8	8	8	4	1	R
2 PED or O/L A†	9	9	<b>†</b> 5	†1	D
4 PED or O/L B†	10	10	<b>†</b> 5	†2	D
6 PED or O/C†	11	11	<b>†</b> 6	†1	D
8 PED or O/L D†	12	12	<b>†</b> 6	†2	D

<sup>†</sup> Prepare this load switch position for the pedestrian movement indicated. Wire pedestrian signals to flash dark. Make flash circuitry for this load switch position available and accessible at a separate terminal to allow connection to the load switch and field terminal circuit for a vehicle movement at a later date.

16 Position Loadbay Cabinet Phase Assignments

PHASE/OL	MALFUNCTION	Assigned To	Assigned To	Assigned to	PROGRAM
Number	MANAGEMENT UNIT	LOAD SWITCH	FLASH RELAY	FLASHER	Flash
	CHANNEL ASSIGNMENT	Position Number	NUMBER	CIRCUIT/	Color
1	1	1	1	1	R
2	2	2	1	2	Y
3	3	3	2	1	R
4	4	4	2	2	R
5	5	5	3	2	R
6	6	6	3	1	Y
7	7	7	4	2	R
8	8	8	4	1	R
2 PED	9	9	-	-	D
4 PED	10	10	-	-	D
6 PED	11	11	-	-	D
8 PED	12	12	-	-	D
O/L A	13	13	5	1	R
O/L B	14	14	5	2	R
O/L C	15	15	6	1	R
O/L D	16	16	6	2	R

Provide flasher circuits and flash transfer relay outputs and inputs that are brought out to terminals which provide a convenient means of changing flash color and flash circuit at each load switch position. Ensure that changing flash color of a given phase or overlap involves no more than moving three wires. Ensure that the selected phase or overlap flash color load switch output is easily movable to connect to the normally open flash transfer relay input assigned to the phase or overlap. Ensure that the common output of the flash transfer relay circuit assigned to the phase or overlap is easily movable to the selected field terminal (input) of the phase or overlap flash color. Ensure that the non-flashed load switch output is easily moved to provide power directly to the phase or overlap field terminal for that color.

In cabinets requiring a Type 1 detector rack, route to and terminate on a conveniently located terminal block on the back panel or elsewhere in the cabinet, the eight unused detector BIU Vehicle Call inputs. Tie the 8 unused detector BIU Detector Status inputs to the logic ground.

Provide detector racks and associated detector rack BIUs that are removable and replaceable from the cabinet either as a complete assembly or separately. Ensure that disconnection and reconnection of these units is through quick disconnect type connectors.

#### MATERIALS – TYPE 170 DETECTOR SENSOR UNITS

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

#### MATERIALS – NEMA TS-1 DETECTORS

Furnish NEMA TS-1 single-channel or multi-channel detectors.

Provide multi-channel detectors that sequentially scan each of its channels. Ensure that the multi-channel detectors can turn a channel off and disable its operation from the front panel.

Provide channels with a minimum of eight sensitivity levels.

Ensure detector units meet the requirements of NEMA TS-1 Specifications except as follows:

- Class 2 vehicle output is maintained for a minimum of 4 minutes, and
- Class 3 vehicle output is maintained for a minimum of 30 minutes, maximum 120 minutes.

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Where required, furnish detectors equipped with required timing features. Provide a delay that is settable in one-second increments (maximum) over the range of zero to thirty seconds. Provide an extend that is settable in 1/4 second increments (maximum) over the range of 0 to 15 seconds. Provide detectors that can set both delay and extend timing for the same channel. If both timings are set, ensure the delay operates first. After the delay condition has been satisfied, ensure that the extend timer operates normally and that it is not necessary to satisfy the delay timing for an actuation arriving during the extend portion.

Ensure detectors register a permanent call during tuning operations, as a result of a loop fault, and when power is removed. Ensure detectors completely self-tune within 10 seconds after application of power or restoration of interrupted power and within 10 seconds after correction of a loop fault.

Provide detectors that monitor the loop for fault conditions on each channel. Upon detection of a fault condition, even if the condition is subsequently corrected, ensure the detectors provide an indication of the occurrence and maintain the indication until a manual reset. The fault conditions are:

- An open-circuited loop system;
- A short to ground; and
- A 25 percent reduction in inductance.

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Ensure a two-channel detector operates normally with the same loop connected to both channels. Provide lightning and surge protection that is incorporated into the design of the detector. Ensure that each channel operates properly when used with the loop detector surge protector.

In addition to NEMA TS-1 Specifications, ensure each channel is capable of tuning to and operating on any loop system inductance within the range of 50 to  $2,000~\mu h$ . Ensure that the channel will operate properly even on a loop system that has a single-point short to earth ground.

Provide detectors with a durably finished nonferrous housing. Ensure that the removal of the housing can be accomplished by using simple hand tools. Ensure each printed circuit board has a moisture resistant coating and that the components are readily accessible with the housing removed.

Provide a wiring harness with a minimum length of 6 feet for each detector. Ensure each wire is permanently labeled, numbered, or color-coded.

#### MATERIALS – NEMA TS-2 DETECTOR CARDS AND RACKS

Furnish NEMA TS-2 multi-channel detector cards and racks.

Provide cards that sequentially scan each of its channels. Provide channels with a minimum of eight sensitivity levels.

On a multi-channel detector, ensure that it is possible to turn a channel off and disable its operation from the front panel.

Ensure that detector units meet the requirements of NEMA TS-2 Specifications except as follows:

- Class 2 vehicle output is maintained for a minimum of 4 minutes, and
- Class 3 vehicle output is maintained for a minimum of 30 minutes, maximum 120 minutes.

•

Where required, furnish detector cards equipped with required timing features. Provide a delay that is settable in one second increments (maximum) over the range of zero to thirty seconds. Provide an extend that is settable in 1/4 second increments (maximum) over the range of 0 to 15 seconds. Provide cards that can set both delay and extend timing for the same channel. If both timings are set, ensure that the delay operates first. After the delay condition has been satisfied, ensure that the extend timer operates normally and that it is not necessary to satisfy the delay timing for an actuation arriving during the extend portion.

Ensure that two-channel detector cards operate normally with the same loop connected to both channels. Provide lightning and surge protection that is incorporated into the design of the detector. Ensure that each channel operates properly when used with the loop detector surge protector.

In addition to NEMA TS-2 Specifications, ensure that each channel is capable of tuning to and operating on any loop system inductance within the range of 50 to 2,000 µh. Ensure that the channel will operate properly even on a loop system that has a single-point short to earth ground.

# PUSH BUTTON INTEGRATED ACCESSIBLE PEDESTRIAN SIGNAL (APS)

#### DESCRIPTION

Furnish and install push button integrated accessible pedestrian signals that include pedestrian push button, push button locator tone, raised tactile arrow, audio and vibro-tactile walk indications, automatic volume adjustment, pedestrian information sign, and all necessary hardware. Furnish the R10-3e with appropriate arrow direction for the pedestrian information sign.

#### **MATERIALS**

Provide the accessible pedestrian signals with a 2-inch diameter pedestrian push button that contains a tactile arrow whose direction can be easily adjusted in the field. Ensure each push button actuates a sturdy, momentary, normally-open switch with a minimum rating of 20 million actuations. Include on the button, a raised tactile

arrow having a high visual contrast with the remainder of the button face. Ensure the housing is weather-tight and fabricated from aluminum. Ensure the housing is suitable for mounting on wood and metal poles. Paint surfaces of the pedestrian push button housing in highway yellow, unless otherwise specified, with an electrostatically-applied, fused-polyester paint method. Ensure the thickness of the paint is a minimum of 2.5 mils. Provide the pedestrian information sign that is integral to the housing.

Ensure the accessible pedestrian signals can provide tones, sounds, and speech messages that are synchronized at an intersection. Provide a means for adjusting the base sound level for the tones, sounds, and speech messages. Ensure the tones, sounds, and speech messages will adjust automatically to the ambient noise level up to a maximum of 100 dBA. Provide the custom speech messages in both English and Spanish languages. Ensure you can program the accessible pedestrian signal by a means not readily accessible by unauthorized persons.

Ensure each push button provides a standard locator tone that is deactivated when the traffic signal is operating in the flash mode. Provide a user-programmable audible beaconing feature that is initiated by an extended push button press of one second or more. Ensure the audible beaconing feature increases the volume of the push button locator tone during the pedestrian change interval of the called pedestrian phase and operates in one of the following ways:

- A. The louder audible walk indication and louder locator tone comes from the far end of the crosswalk, as pedestrians cross the street,
- B. The louder locator tone comes from both ends of the crosswalk, or
- C. The louder locator tone comes from an additional speaker that is aimed at the center of the crosswalk and that is mounted on a pedestrian signal head.

Provide confirmation of the push button activation by an LED pilot light. Ensure the pilot light remains illuminated until the pedestrian's green or WALKING PERSON (symbolizing WALK) signal indication is displayed. Ensure each press of the pushbutton initiates a "wait" speech message during all intervals except the Walk interval.

Ensure you can select a percussive tone and custom speech message to sound during the "Walk" interval. Provide a push button that vibrates during the "Walk" interval. Ensure the "Walk" indications have the same duration as the illuminated pedestrian signals except when the signal is programmed to rest in the walk interval. Ensure the "Walk" indications are deactivated when the traffic control signal is operating in a flashing mode. When audible "Walk" indications are selected as a percussive tone, ensure the tone repeats at 8 to 10 ticks per second and consists of multiple frequencies with a dominant component at 880 Hz.

Ensure the accessible pedestrian signals are weatherproof and suitable for operation in wet locations. Ensure proper operation over a temperature range of -30°F (-34°C) to 165°F (+74°C). Ensure all circuit boards have a moisture resistant coating. Ensure the equipment interfaces and operates properly in a Type-170E cabinet.

#### **CONSTRUCTION METHODS**

Comply with the requirements of Section 1705 of the *Standard Specifications*. Install in accordance with the manufacturer's recommendations.

Mount push button integrated accessible pedestrian signals in a tamperproof manner on wood and metal poles, signal pedestals, or pushbutton posts as indicated in the signal plans.

Install each pushbutton so that the tactile arrow is pointed in the direction of travel and is aligned parallel to the direction of travel on the associated crosswalk.

Ensure pushbuttons are separated by a distance of at least 10 feet such that they clearly indicate which crosswalk has the WALK indication. Where there are constraints on a particular corner that make it impractical to provide the 10 feet of separation between the two pushbuttons, the pushbuttons may be placed closer together or on the same pole, with approval by the Engineer. If two pushbuttons are placed on the same pole or with less than 10 feet separation, provide a speech walk message for the WALK indication and a speech pushbutton information message.

Adjust the intensity of the pushbutton locator tones so they are audible 6 feet to 12 feet from the pushbutton, or to the building line, whichever is less. Ensure the pushbutton locator tones are no more than 5 dBA louder than ambient sound. Configure audible "Walk" indication to be audible at the nearest end of the associated crosswalk.

If speech messages are used, have each recorded custom speech message approved by the Engineer in advance.

#### MEASUREMENT AND PAYMENT

Actual number of push button integrated accessible pedestrian signal detector stations furnished, installed, and accepted.

Actual number of central control units for APS detector stations furnished, installed, and accepted.

Actual number of push button posts furnished, installed, and accepted.

No measurement will be made of cables or hardware, as these will be considered incidental to furnishing and installing push button integrated accessible pedestrian signals.

#### Payment will be under:

APS Detector Stations Each

Central Control Units For APS Detector Stations Each
Push button Posts Each

# Intelligent Transportation Systems

### **CCTV PROJECT SPECIAL PROVISIONS**

### **General requirements**

#### DESCRIPTION

#### General:

Conform to these Project Special Provisions, Project Plans, and the 2012 Standard Specifications for Roads and Structures (also referred to hereinafter as the "Standard Specifications"). The current edition of these specifications and publications in effect on the date of advertisement will apply.

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

#### Scope:

The scope of this project includes the installation and integration of 5 new pedestal mount Dynamic Message Sign systems (DMSs) and 7 new CCTV cameras at the following locations:

- 1. <u>CCTV electrical power</u>, install new CCTV camera assembly and equipment cabinet on new wood pole with a new electrical service.
- 2. <u>CCTV- Solar powered, install a new CCTV camera assembly and equipment cabinet on a new wood pole.</u> Install solar power assembly equipment.

Integrate the new CCTVs at the Division X Traffic Services office in (List City and Address). Conduct device and system tests as described in these Project Special Provisions.

#### **Oualified 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.

Certain equipment listed in these Project Special Provisions must be pre-approved on the Department's ITS & Signals 2012 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. The QPL website is:

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

#### **Warranties:**

Provide manufacturer's warranties on Contractor-furnished equipment for material and workmanship that are customarily issued by the equipment manufacturer and that are at least two years in length from 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.

Ensure all contractor-furnished equipment; including pieces and components of equipment, hardware, firmware, software, middleware, internal components, and subroutines which perform any date or time data recognition function, calculation, or sequencing will support a four digit year format for a period of at least 50 years.

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.

### **SOLAR POWER ASSEMBLY**

#### **DESCRIPTION**

Install new solar power assembly equipment with equipment cabinets and all necessary hardware in accordance with these Project Special Provisions and the Plans. Comply with the provisions of Section 1700 of the Standard Specifications.

#### MATERIAL

Furnish and install a solar power assembly at the locations shown in the Plans consisting of the following:

- o Solar Array
- o Solar Charge Controller
- o Batteries
- Assembly Cabinet
- Concrete Cabinet Pad

#### **Solar Array:**

Furnish solar modules made in North America and have a minimum 20 year factory warranty. The solar array should have a minimum peak output of 100W. Solar modules must be UL listed, FM Class I, Div II, Group C & D approved. For the solar array, power wiring should be 10-2, stranded copper, double insulated, sunlight resistant, 600V 90C rated cable. The array mount will attach to the side of the CCTV pole with stainless steel fasteners. The array mount must be aluminum alloy or stainless steel. The array must be capable of withstanding 125 mph winds.

#### **Solar Charger Controller:**

Furnish solar charge controllers that are UL listed, a minimum 45A with solid state, low voltage disconnects. Ensure that the solar charge regulator is sealed with internal temperature compensation, lightning protection, reverse polarity protection, and LED indicators. Provide controllers with the capability of 3 functions: battery charging, load control, and diversion regulation. Controllers must be furnished with fully adjustable DIP switches and RS-232 communications port to adjust the unit's operational modes. Ensure the solar charge regulator is FMS Class I, Groups ABCD and have the CE mark.

#### **Batteries:**

Provide 12V gel electrolyte, non-spillable, maintenance free batteries. Furnish batteries capable of providing power for 10 days without being charged by the Solar Array and Solar Charge Controller. Furnish batteries with a minimum operating temperature of -76° F to 140°F.

#### **Solar Power Assembly Cabinet:**

Furnish a solar power assembly cabinet constructed of 0.125" aluminum with stainless steel hardware. There must be separate compartments for the batteries and the electronics. The enclosures must be NEMA 3R rated and large enough to contain all solar equipment and incidental components, including 20% spare space.

#### **CONSTRUCTION METHOD**

Furnish and install new solar power assemblies. Provide wiring, disconnects, and all other required equipment as required by Article 690 of the NEC.

Install solar panel collectors at a height that will prohibit theft and/or vandalism. At a minimum, mount the solar panel collectors 20 feet from ground level. Installation of multiple collector panels shall be approved by the Engineer prior to installation.

Ensure that the maximum resistance between the grounding electrode and all points in the grounding system does not exceed 5 ohms.

In addition to the requirements of the NEC, test grounding electrode resistance at the connection point to the electrical service ground bus for a maximum of 20 ohms. Furnish and install ground rods to the grounding electrode system as necessary to meet the test requirements.

#### MEASUREMENT AND PAYMENT

Solar Power Assembly will be measured and paid as the actual number of solar power assemblies furnished, installed and accepted.

No measurement will be made for solar arrays, solar power assembly equipment cabinet, installing breakers, inverters, temperature sensors, concrete cabinet pad, mounting system, grounding system, conduits, risers, wiring, and hardware as these will be considered incidental to furnishing and installing the solar power assembly.

#### PAYMENT WILL BE MADE UNDER

Solar Power Assembly

Each

### **CCTV FIELD EQUIPMENT**

#### **DESCRIPTION**

Furnish and install CCTV field equipment described in these Project Special Provisions. Furnish equipment that is compatible, interoperable, and completely interchangeable with existing Pelco Spectra IV high-performance dome equipment currently in use by NCDOT in this Region. Ensure that the equipment is fully compatible with all features of the existing *VideoPro* video management software currently in use by NCDOT in this Region.

#### MATERIAL

#### General:

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

- One Dome CCTV camera that contains in a single enclosed unit the following functionality and accessories:
  - 1. CCTV color digital signal processing camera unit with zoom lens, filter, control circuit, and accessories
  - 2. Motorized pan, tilt, and zoom
  - 3. Pole-mount camera attachment assembly
  - 4. All necessary cable, connectors and incidental hardware to make a complete and operable system
- Lightning arrestors installed in-line between the CCTV camera and the equipment cabinet components.
- A NEMA Type 4 enclosure constructed of aluminum with a clear acrylic dome or approved equal Camera Unit housing.

#### **Camera and Lens**

#### **Cameras:**

Furnish new charged-coupled device (CCD) color cameras. Furnish cameras with automatic gain control (AGC) for clear images in varying light levels. The camera must meet the following minimum requirements:

- Video signal format: NTSC composite color video output, 1 volt peak to peak
- Automatic Gain Control (AGC): 0-20 dB, peak-average adjustable
- Automatic focus: Automatic with manual override
- White balance: Automatic through the lens with manual override
- Electronic-Shutter: dip-switch selectable electronic shutter with speed range from 1/60 of a second (off) to 1/30,000th of a second
- Overexposure protection: The camera must have built-in circuitry or a protection device to prevent any damage to the camera when pointed at strong light sources, including the sun
- Sensitivity: 1.5 lux at 90% scene reflectance
- Signal to noise ratio: Greater than 48-dB
- Video output Connection: 1-volt peak to peak, 75 ohms terminated, BNC connector
- Power: 24 VAC or less

#### **Zoom Lens:**

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

• Focal length: 0.16" – 3.45", 35X optical zoom, and 12X electronic zoom

• Preset positioning: 64 Presets

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

#### **Camera Housing:**

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

#### **Pan and Tilt Unit:**

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

• Pan: continuous 360 Degrees

• Tilt: up/down 180 degrees minimum

• Input voltage: 24 VAC 50/60Hz

• Motors: Two-phase induction type, continuous duty, instantaneous reversing

• Preset Positioning: 64 PTZ presets per camera

#### **Control Receiver/Driver:**

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

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

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

#### **CCTV Camera Attachment to Pole:**

At locations shown in the Plans where new CCTV cameras are to be installed on new CCTV poles, furnish an attachment assembly for the CCTV camera unit. Use stainless steel banding approved by the Engineer.

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

Furnish a CCTV Camera Attachment Assembly that is able to withstand wind loading at the maximum wind speed and gust factor called for in these Special Provisions and can support a minimum camera unit dead load of 45 pounds (20.4 kg).

#### **Surge Suppression:**

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

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

#### **Video Ethernet Encoder:**

Furnish and install a digital video Ethernet encoder to allow video-over-IP transmission. The encoder units may be shelf or rack mounted. Furnish Center and Field video equipment compatible, interoperable, and completely interchangeable with existing equipment currently in use by NCDOT in this Region.

Furnish encoders with the following features:

• Network Interface Ethernet 10/100Base-T (RJ-45 connector)

• Protocols RTP/IP, UDP/IP, TCP/IP, multicast IP DNS and DHCP client

Security SSL-based authentication

- Video Output 1 composite (NTSC/PAL), 1 Vpp, 75 ohms, BNC connector
- Compression MPEG-4
- Resolution Scalable; 176x128 to 704x480 NTSC (176x144 to 704x576 PAL)
- Frame Rate 1-30 FPS programmable (full motion)

- Bandwidth 30 kbps 6 Mbps configurable
- Serial Ports 1 RS-232, 1 RS-422/485; Supports any asynchronous PTZ serial protocol
- Environment 32°F to 122°F, 95% non-condensing humidity at 122°F
- Connectors 5 position terminal strip

#### **CONSTRUCTION METHODS**

#### General:

Mount CCTV camera units at a height sufficient to adequately see traffic in all directions and as approved by the Engineer. The maximum attachment height is 35 feet above ground level.

Mount the CCTV camera units such that a minimum 5 feet of clearance is maintained between the camera and the top of the pole.

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

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

#### **Video Ethernet Encoder:**

Install and integrate the video Ethernet encoder at the CCTV camera site shown in the Plans. Connect the video output of the CCTV camera to the input of the video encoder. Use standard coax cable with BNC (gold-plated center pin) connectors. Connect the PTZ control wires from the camera to the video encoder in accordance with manufacturer's recommended instructions.

#### **Electrical and Mechanical Requirements:**

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

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

#### MEASUREMENT AND PAYMENT

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

No separate payment will be made for coaxial cable. Coaxial cable, furnished and installed in the quantities required, will be incidental to the "CCTV Assembly" pay item.

*Video Ethernet Encoder* will be measured and paid as the actual number of digital video Ethernet encoders furnished, installed, integrated, and accepted. No separate measurement will be made for cabling, connectors or any other equipment or labor required to install the digital video encoders.

#### PAYMENT WILL BE MADE UNDER

CCTV Camera Assembly EA
Video Ethernet Encoder EA

### **CCTV FIELD EQUIPMENT CABINET**

#### DESCRIPTION

Furnish 336 pole mounted cabinets to house CCTV control and transmission equipment. The cabinets must consist of a cabinet housing, 19-inch EIA mounting cage, and power distribution assembly (PDA #3 as described in the CALTRANS TSCES).

The cabinet housing must conform to sections 6.2.2 (Housing Construction), 6.2.3 (Door Latches and Locks), 6.2.4 (Housing Ventilation), and 6.2.5 (Hinges and Door Catches) of the CALTRANS TSCES. Do not equip the cabinet housings with a police panel.

The cabinet cage must conform to section 6.3 of the CALTRANS TSCES.

Terminal blocks on the PDA #3 Assembly have internal wiring for the Model 200 switch pack sockets. Do not use terminal blocks on PDA #3 as power terminals for cabinet devices. Do not furnish cabinet with "Input Panels" described in section 6.4.7.1 of the TSCES. Do furnish cabinet with "Service Panels" as described in section 6.4.7.1 of the TSCES and as depicted on drawing TSCES-9 in the TSCES. Use service panel #2.

Furnish terminal blocks for power for cabinet CCTV and communications devices as needed to accommodate the number of devices in the cabinet.

Do not furnish cabinets with C1, C5, or C6 harness, input file, output file, monitor units, model 208 unit, model 430 unit, or switch packs.

Furnish all conduits, shelving, mounting adapters, and other equipment as necessary to route cabling, mount equipment, and terminate conduit in equipment cabinet.

#### MATERIAL

#### **Shelf Drawer:**

Provide a pull out, hinged-top drawer, having sliding tracks, with lockout and quick disconnect feature in the equipment cabinet. Furnish a pullout drawer that extends a minimum of 14 inches that is capable of being lifted to gain access to the interior of the drawer. Minimum interior dimensions of the drawer are to be 1 inch high, 13 inches deep, and 16 inches wide. Provide drawers capable of supporting a 40-pound device or component when fully extended.

#### **Cabinet Light:**

Each cabinet must include two (2) fluorescent lighting fixtures (one front, one back) mounted horizontally inside the top portion of the cabinet. The fixtures must include a cool white lamp, and must be operated by normal power factor UL-listed ballast. A door-actuated switch must be installed to turn on the applicable cabinet light when the front door or back door is opened. The lights must be mounted not to interfere with the upper door stay.

#### **Surge Protection for System Equipment:**

Each cabinet must be provided with devices to protect the CCTV and communications equipment from electrical surges and over voltages as described below.

#### **Main AC Power Input:**

Each cabinet must be provided with a hybrid-type, power line surge protection device mounted inside the power distribution assembly. The protector must be installed between the applied line voltage and earth ground. The surge protector must be capable of reducing the effect of lighting transient voltages applied to the AC line. The protector must be mounted inside the Power Distribution Assembly housing facing the rear of the cabinet. The protector must include the following features and functions:

- Maximum AC line voltage: 140 VAC.
- Twenty pulses of peak current, each of which must rise in 8 microseconds and fall in 20 microseconds to ½ the peak: 20000 Amperes.
- The protector must be provided with the following terminals:
  - Main Line (AC Line first stage terminal).
  - Main Neutral (AC Neutral input terminal).
  - Equipment Line Out (AC line second state output terminal, 19 amps).
  - Equipment Neutral Out (Neutral terminal to protected equipment).
  - GND (Earth connection).
- The Main AC line in and the Equipment Line out terminals must be separated by a 200 Microhenry (minimum) inductor rated to handle 10 AMP AC Service.
- The first stage clamp must be between Main Line and Ground terminals.
- The second stage clamp must be between Equipment Line Out and Equipment Neutral.
- The protector for the first and second stage clamp must have an MOV or similar solid state device rated at 20 KA and must be of a completely solid state design (i.e., no gas discharge tubes allowed).
- The Main Neutral and Equipment Neutral Out must be connected together internally and must have an MOV similar solid state device or gas discharge tube rated at 20 KA between Main Neutral and Ground terminals.
- Peak Clamp Voltage: 350 volts at 20 KA. (Voltage measured between Equipment Line Out and Equipment Neutral Out terminals. Current applied between Main Line and Ground Terminals with Ground and Main Neutral terminals externally tied together).
- Voltage must never exceed 350 volts.
- The Protector must be epoxy-encapsulated in a flame-retardant material.
- Continuous service current: 10 Amps at 120 VAC RMS.
- The Equipment Line Out must provide power to cabinet CCTV and communications equipment and to the 24V power supply.

#### **Ground Bus:**

Provide a neutral bus that is not connected to the earth ground or the logic ground anywhere within the cabinet. Ensure that the earth ground bus and the neutral ground bus each have ten compression type terminals, each of which can accommodate wires ranging from number 14 through number 4 AWG.

#### **Uninterruptible Power Supply (UPS):**

Furnish and install one rack mounted UPS in each new cabinet that meet the following minimum specifications:

#### **Output:**

Output Power Capacity 480 Watts / 750 VA

Max Configurable Power 480 Watts / 750 VA

Nominal Output Voltage 120V

Output Voltage Distortion Less than 5% at full load

Output Frequency (sync to mains) 57 - 63 Hz for 60 Hz nominal

Crest Factor up to 5:1
Waveform Type Sine wave

Output Connections (4) NEMA 5-15R

**Input:** 

Nominal Input Voltage 120V

Input Frequency 50/60 Hz +/- 3 Hz (auto sensing)

Input Connections NEMA 5-15P

Cord Length 6 feet

Input voltage range for main operations 82 - 144V

Input voltage adjustable range for mains operation 75 -154 V

**Battery Type:** 

Maintenance-free sealed Lead-Acid battery with suspended electrolyte, leak-proof.

Typical recharge time 2 hours

**Communications & Management:** 

Interface Port(s) DB-9 RS-232, USB

Control panel LED status display with load and battery

bar-graphs

**Surge Protection and Filtering:** 

Surge energy rating 480 Joules

**Environmental:** 

Operating Environment 32 - 104 °F

Operating Relative Humidity 0 - 95%

Storage Temperature 5 - 113 °F

Storage Relative Humidity 0 - 95%

**Conformance:** 

Regulatory Approvals FCC Part 15 Class A, UL 1778

#### **CONSTRUCTION METHOD**

For each field equipment cabinet installation, use stainless steel banding or other method approved by the Engineer to fasten cabinet to pole. Install field equipment cabinets so that the height to the middle of the enclosure is 4 feet from ground level. No risers shall enter the top or sides of the equipment cabinet.

Install all conduits, condulets, and attachments to equipment cabinets in a manner that preserves the minimum bending radius of cables and creates water proof connections and seals.

Install a UPS in each cabinet and power all CCTV cameras from the UPS.

#### MEASUREMENT AND PAYMENT

*Field equipment cabinet* will be measured and paid as the actual number of CCTV equipment cabinets furnished, installed and accepted.

No payment will be made for the UPS, cabling, connectors, cabinet attachment assemblies, conduit, condulets, risers, grounding equipment, surge protectors, or any other equipment or labor required to install the field equipment cabinet and integrate the cabinets with the CCTV equipment.

#### PAYMENT WILL BE MADE UNDER

Field Equipment Cabinet Each

### **AUXILIARY FILE**

#### **DESCRIPTION**

Install NCDOT provided auxiliary file as directed by the Engineer.

#### **MATERIAL**

NCDOT will provide auxiliary file that is on the QPL list.

#### **CONSTRUCTION METHOD**

Install the auxiliary file in accordance with the manufacturer's recommendations.

Monitor and maintain the auxiliary file during construction to ensure auxiliary file is functioning properly and signal heads are wired as shown in the electrical details on the signal plans.

MEASUREMENT AND PAYMENT

Actual number of auxiliary files installed.

#### PAYMENT WILL BE UNDER

Auxiliary File EA

### **REPLACE PEDESTRIAN PUSH BUTTONS**

#### **DESCRIPTION**

Install NCDOT provided pedestrian push buttons as directed by the Engineer.

#### **MATERIAL**

NCDOT will provide pedestrian push buttons that are on the QPL list.

#### **CONSTRUCTION METHOD**

Remove existing pedestrian push buttons and replace with NCDOT supplied buttons.

#### MEASUREMENT AND PAYMENT

Actual number of pedestrian push buttons replaced.

#### PAYMENT WILL BE UNDER

Replaced Pedestrian Push Button

### LARGE MESSENGER CABLE BRACKET FOR STRAIN POLES

#### **DESCRIPTION**

Furnish and install manufacturer supplied larger messenger cable bracket for strain poles were NCDOT supplied bracket will not allow the messenger cable to be mounted at a proper height.

#### **MATERIAL**

Messenger cable bracket for strain poles should be designed and provided by pole manufacturer.

EA

#### **CONSTRUCTION METHOD**

Install the larger messenger cable bracket for strain poles in accordance with the manufacturer's recommendations.

#### MEASUREMENT AND PAYMENT

Actual number of larger messenger cable brackets for strain poles furnished and installed.

#### PAYMENT WILL BE UNDER

Large messenger cable bracket for strain poles EA

### **ADJUST SPAN & GUY WIRE ATTACHMENTS**

#### **DESCRIPTION**

Make adjustments to span wire and guy assemblies were directed by the Engineer.

#### **CONSTRUCTION METHOD**

Adjust span wire and down guys to straighten poles and/or to adjust signal head height when directed by the Engineer.

#### MEASUREMENT AND PAYMENT

Actual number of intersection adjusted.

#### PAYMENT WILL BE UNDER

Adjust Span & Guy Wire Attachments

EA

### PAINTING OF NCDOT FURNISHED MAST ARM POLES

#### DESCRIPTION

This work consists of preparation for and field painting of two previously powder coated mast arm poles and three mast arms.

#### **MATERIAL**

Refer to Division 10 section 1080 of the 2006 Standard Specification for Roads and Structures.

Item:

Paint and Paint Materials

Submit all materials for Engineer's approval.

#### **CONSTRUCTION METHODS**

Refer to section 442 of the 2006 Standard Specification for Roads and Structures. Surface Preparation:

Remove all loose foreign materials by hand abrading or power abrading (coarse grit sand paper or emery cloth is acceptable) to achieve a rough surface profile. Solvent wipe entire area to be coated to remove all foreign articles and other contaminants.

#### Top Coat:

Prime all bare areas and apply two (2) component acrylic polyurethane (TNEMEC Series 1074, 1075, or 175 Endura-Shield or equivalent) to prepared surface to a minimum of two (2) mils dry film thickness (DFT). Allow coating to cure per coating vendor's recommendations.

#### MEASUREMENT AND PAYMENT

Preparation and painting will be paid for each pole and/or each arm upon completion and final acceptance of the pole and/or arm by the Engineer.

#### PAYMENT WILL BE UNDER

Painting of NCDOT furnished mast arm poles

EA

### ANCHOR BOLTS AND TEMPLATES

#### DESCRIPTION

Provide anchor bolts and templates for NCDOT reused poles.

#### **MATERIAL**

The NCDOT will supply pole specifications for the contractor to have the anchor bolts and templates manufactured to spec. The anchor bolts will range in size from 1 ¼" X 60" to 2" X 60" and come with 2 galvanized washers and 2 bolts and 2 black washers and 2 bolts. The templates will range in size from a 22" bolt circle to a 30" bolt circle with an eight bolt pattern.

#### MEASUREMENT AND PAYMENT

Actual number of anchor bolts and all related hardware provided. Actual number of pairs of templates provided.

#### PAYMENT WILL BE UNDER

Anchor Bolts EA Templates EA

### TRIPLEX (#6 GUAGE)

#### DESCRIPTION

Install NCDOT supplied number 6 triplex where directed by the Engineer.

# WBS ELEMENT# 36247.3.1, 36247.3.3, etc. PAGE 103 MATERIAL

The NCDOT will supply triplex consisting of two number 6 shielded and one number 6 bare.

#### **CONSTRUCTION METHOD**

Install triplex where needed either to extend or install service. Contractor must terminate both ends using the proper size Burndy compression connectors.

#### MEASUREMENT AND PAYMENT

Actual linear feet of installed #6 triplex.

#### PAYMENT WILL BE UNDER

Triplex (#6 Gauge) Each

### TRAFFIC SIGNAL WOOD POLE REMOVAL

#### **DESCRIPTION**

The contractor shall remove existing traffic signal wood pole and associated hardware including any risers and down guys as directed by the Engineer.

#### **CONSTRUCTION METHODS**

Remove all wood poles, messenger cable attachments, risers attached to the pole, and down guys attached to the removed pole. The contractor shall take ownership of all materials.

#### MEASUREMENT AND PAYMENT

Actual number of wood poles removed.

#### PAYMENT WILL BE UNDER

Traffic Signal Wood Pole Removal EA

### VEHICLE SIGNAL HEAD REMOVAL

#### **DESCRIPTION**

The contractor shall remove existing vehicle signal heads and associated hardware directed by the Engineer.

#### CONSTRUCTION METHODS

Remove all vehicle signal heads and saddles from the messanger cable. The contractor shall take ownership of all related material.

#### MEASUREMENT AND PAYMENT

Actual number of vehicle signal heads removed.

#### PAYMENT WILL BE UNDER

Vehicle Signal Heads Removal

EA

### MESSENGER CABLE REMOVAL

#### **DESCRIPTION**

The contractor shall remove existing messenger cable and associated hardware as directed by the Engineer.

#### CONSTRUCTION METHODS

Remove all messenger cable, signal cable attached, and related hardware. The contractor shall take ownership of all materials.

#### MEASUREMENT AND PAYMENT

Actual Linear Feet of messenger cable removed.

#### PAYMENT WILL BE UNDER

Messenger Cable Removal EA

### **DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS)**

(10-16-07)(Rev.5-21-13)

102-15(I)

SP1 G62

#### **Description**

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

#### **Definitions**

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

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

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

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

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

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

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

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

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

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

#### Forms and Websites Referenced in this Provision

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

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only. http://www.ncdot.org/doh/forms/files/DBE-IS.xls

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.

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

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20R ev.%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 DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.

 $http://connect.ncdot.gov/letting/LetCentral/Letter \%\,20of \%\,20 Intent \%\,20 to \%\,20 Perform \%\,20 as \%\,20 a \%\,20 Subcontractor.pdf$ 

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

http://connect.ncdot.gov/municipalities/Bid% 20 Proposals% 20 for% 20 LGA% 20 Content/08% 20 DBE% 20 Subcontractors% 20 (Federal).doc

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls

#### **DBE Goal**

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

Disadvantaged Business Enterprises [0] %

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

#### **Directory of Transportation Firms (Directory)**

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

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

#### **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit <u>all</u> DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor

participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

<u>Blank forms will not be deemed to represent zero participation</u>. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (A) If the DBE goal is more than zero,
  - (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
  - (2) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
  - (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.
- (B) If the DBE goal is zero, bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the Listing of DBE Subcontractors contained elsewhere in the contract documents.

#### **DBE Prime Contractor**

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

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

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

#### **Written Documentation – Letter of Intent**

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

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

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

#### **Submission of Good Faith Effort**

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

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

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

#### Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

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

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

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

- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.

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

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

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

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

### **Non-Good Faith Appeal**

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

#### **Counting DBE Participation Toward Meeting DBE Goal**

#### (A) Participation

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

### (B) Joint Checks

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

### (C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does <u>not</u> count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly

greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

### (D) Joint Venture

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

### (E) Suppliers

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

### (F) Manufacturers and Regular Dealers

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

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

#### **Commercially Useful Function**

#### (A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful

function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

### (B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks the contract. Additional participation on non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself.

  Magnetic door signs are not permitted.

#### **DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but

is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

### (A) Performance Related Replacement

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

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

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

#### (B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the

same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

### **Failure to Meet Contract Requirements**

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

### **COOPERATION BETWEEN CONTRACTORS**

(7-1-95)

105-7

SP1 G133

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

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

# DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT

In addition to the requirements of the <u>Standard Specifications</u> concerning this subject, the Contractor is cautioned that he will be held responsible for all damages to the pavement, base, and subgrade caused by his operations, including but not limited to, rutting and shoving of the existing or proposed pavement and yielding or rutting of the existing base and subgrade.

The Contractor is cautioned to limit the weight of his equipment and the frequency of hauls so as to not damage the existing pavement, base, subgrade and the proposed pavement.

Any subgrade or base failures which the Contractor finds prior to the beginning of his operations or during the conditioning of the existing base are to be brought to the attention of the Engineer in writing. Repairs to those areas will be made by DOT forces. Once these deficient areas have been repaired, the requirements of this Special Provision will fully apply.

### **DRIVEWAYS AND PRIVATE PROPERTY**

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

### NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required. It should be noted that grading, draining, and stabilizing operations on the subject routes will be performed by Departmental Forces. All routes may not be available by the above listed date.

### PLAN, DETAIL AND QUANTITY ADJUSTMENTS

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

### **PLANT AND PEST QUARANTINES**

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

#### Within Quarantined Area

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

#### **Originating in a Quarantined County**

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

#### Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or http://www.ncagr.com/plantind/ to determine those specific project sites located in the guarantined area or for any regulated article used on this project originating in a guarantined county.

#### **Regulated Articles Include**

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

### **SUBSURFACE INFORMATION**

(7-1-95)

SP1 G112 A

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

### MAINTENANCE OF THE PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications.

### PRECONSTRUCTION CONFERENCE

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

### **PROSECUTION AND PROGRESS**

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

Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

### PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction)

(2-20-07) SPI

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2012 Standard Specifications.

The base price index for asphalt binder for plant mix is \$ 546.56 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **February 1, 2013**.

### **Federal Aid Special Provisions**

### AWARD OF CONTRACT

(6-28-77)

Z-6

"The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

### MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE NUMBER 11246)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

### EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

#### **Economic Areas**

Area 023 29.7%	<u>A</u>
Bertie County	В
Camden County	Н
Chowan County	R
Gates County	R
Hertford County	S
Pasquotank County	S
Perquimans County	

### Area 024 31.7%

Beaufort County Carteret County Craven County Dare County

Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County

Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

### Area 025 23.5%

Columbus County Duplin County Onslow County Pender County Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County

Person County Vance County Warren County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County

Surry County
Watauga County
Wilkes County

Area 029 15.7%
Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County

Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5% Buncombe County Madison County

### Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County

Transylvania County Yancey County

### **SMSA Areas**

Area 6640 22.8% Area 5720 26.6% Area 3120 16.4% **Currituck County Durham County Davidson County** Orange County Forsyth County **Guilford County** Area 9200 20.7% Wake County Brunswick County Randolph County New Hanover County

**Stokes County** Area 1300 16.2% Alamance County Yadkin County

Area 2560 24.2% Area 1520 18.3% **Cumberland County Gaston County** Mecklenburg County Union County

### Goals for Female

### Participation in Each Trade

(Statewide) 6.9%

# REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

I. General

II. Nondiscrimination

III. Nonsegregated Facilities

IV. Davis-Bacon and Related Act Provisions

V. Contract Work Hours and Safety Standards Act Provisions

VI. Subletting or Assigning the Contract

VII. Safety: Accident Prevention

VIII. False Statements Concerning Highway Projects

IX. Implementation of Clean Air Act and Federal Water Pollution Control Act

X. Compliance with Governmentwide Suspension and Debarment Requirements

XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

    "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

### **PAGE 122**

- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare
  in
  accordance
  with
  - 23 U.S.C. 140(a).
- c The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- 10. Assurance Required by 49 CFR 26.13(b):
  - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- Withholding. The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-

Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under
  - 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted of shall set out accurately and completely all the information required to be maintained 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/ wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
  - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage

and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both.'

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*

#### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

  b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS**

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

### U.S. DEPARTMENT OF TRANSPORTATION HOTLINE

(11-22-94)

108-

SP1 G100

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

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

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

### SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS

(7-17-07) (8-21-12)

SP1 G103

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

This project is located on a roadway classified as a local road or rural minor collector, therefore the requirements of Paragraph IV - Davis Bacon and Related Act Provisions are exempt from this contract.

### STANDARD SPECIAL PROVISION

# MINIMUM WAGES GENERAL DECISION NC130095 01/04/2013 NC95

Z-95

Date: January 4, 2013

General Decision Number: NC130095 01/04/2013 NC95

Superseded General Decision Numbers: NC20120095

State: North Carolina

Construction Type: HIGHWAY

### **COUNTIES:**

Brunswick	New Hanover	Pender
Bruns wick	1 10 W TIGHO VOI	1 Chaci

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

Modification Number

Publication Date 01/04/2013

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#### SUNC2011-076 09/16/2011

# WBS ELEMENT# 36247.3.1, 36247.3.3, etc. PAGE 130

	Rates	Fringes
CARPENTER (Form Work Only)	13.69	
CEMENT MASON/CONCRETE FINISHER	12.35	
IRONWORKER (Reinforcing)	14.88	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	12.20	
Common or General		
Brunswick County	10.04	
New Hanover and Pender Counties	10.88	
Concrete Saw	13.52	
Landscape	9.34	
Luteman	12.73	
Mason Tender (Cement/Concrete)	11.43	
Pipelayer	12.05	
Traffic Control (Cone Setter)	11.15	
Traffic Control (Flagger)	9.89	
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe	13.86	
Broom/Sweeper	13.97	
Bulldozer	12.88	
Crane	19.87	
Curb Machine	14.43	
Distributor	15.27	
Drill	18.28	
Grader/Blade	16.47	
Loader	14.16	
Mechanic	17.37	
Milling Machine	14.38	
Oiler	13.58	
Paver	15.64	
Roller	13.94	
Scraper	14.35	
Screed	14.86	
Tractor	14.47	
TRUCK DRIVER		
Distributor	16.75	
Dump Truck	11.13	
Flatbed Truck	15.02	
Lowboy Truck	15.34	
Off the Road Truck	13.78	
Single Axle Truck	12.13	
Tack Truck	16.51	
Water Truck	13.39	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### **Union Identifiers**

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

#### Non-Union Identifiers

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

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

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
  - \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

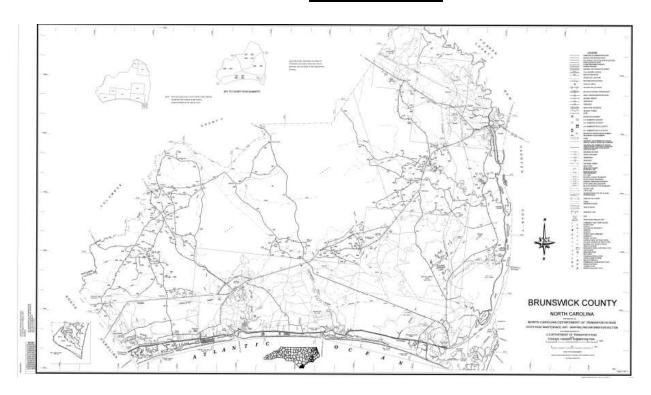
Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

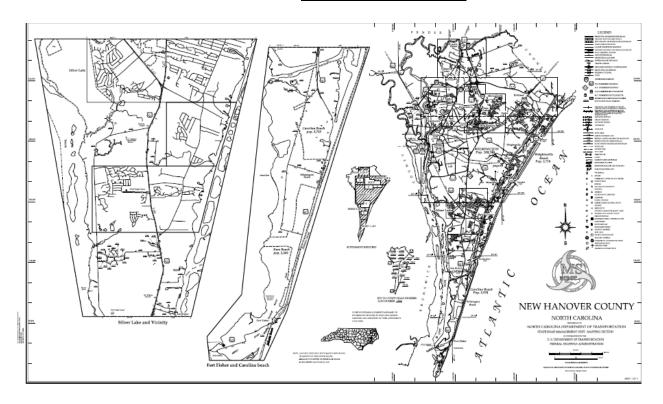
END OF GENERAL DECISION

### **VICINITY MAPS**

### **BRUNSWICK**



### **NEW HANOVER**



My Commission Expires \_\_\_\_\_

### **NON COLLUSION AFFIDAVIT**

# EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

### SIGNATURE OF CONTRACTOR Full name of Corporation Address as prequalified President/Vice President/Assistant Vice President Attest \_\_\_ Secretary/Assistant Secretary Select appropriate title Select appropriate title Print or type Signer's name Print or type Signer's name **CORPORATE SEAL** AFFIDAVIT MUST BE NOTARIZED NOTARY SEAL Subscribed and sworn to before me this the day of , 20 Signature of Notary Public Of \_\_\_\_\_County State of \_\_\_\_\_

My Commission Expires:

### EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

#### LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

# SIGNATURE OF CONTRACTOR Full Name of Firm Address as Prequalified Signature of Manager Witness's Signature Individually Print or type Signer's Name Print or type Signer's name AFFIDAVIT MUST BE NOTARIZED **NOTARY SEAL** Subscribed and sworn to before me this the \_\_\_\_ day of \_\_\_\_\_ 20 . Signature of Notary Public of \_\_\_\_\_County State of

### **EXECUTION OF BID** NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION **JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

#### SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturers 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)				
(2)		Name of Joint Venture		
(2)		Name of Contractor		
		Address as prequalified	I	
	Signature of Witness or Attest	Ву		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	I	
	Signature of Witness or Attest	Ву		Signature of Contractor
	Print or type Signer's name			Print or type Signer's name
	If Corporation, affix Corporate Seal	and		
(4)		Name of Contractor (for 3 Joint V	enture only,	)
		Address as prequalified	1	
	Signature of Witness or Attest	By		Signature of Contractor
	Print or type Signer's name			Print or type Signer's name
	If Corporation, affix Corporate Seal			
TARY SEA		NOTARYSEAL		NOTARY SEA.
	t be notarized for Line (2)	Affidavit must be notarized for Line (.		Affidavit must be notarized for Line (4)
	d sworn to before me this20	Subscribed and sworn to before me thiday of		Subscribed and sworn to before me thisday of 20
	Notary Public	Signature of Notary Public		Signature of Notary Public
	County	of	County	ofCounty
		State of		State of
Commissi	on Expires:	My Commission Expires:		My Commission Expires:

### EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

#### INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor	
	Individual name
Trading and doing business as	Full name of Firm
	Address as Prequalified
Signature of Witness	Signature of Contractor, Individually
Print or type Signer's name	Print or type Signer's name
A	FFIDAVIT MUST BE NOTARIZED
Subscribed and sworn to before me this the	NOTARY SEAL
day of 2	.0
Signature of Notary Public	
ofCou	nty
State of	
My Commission Expires:	

#### **EXECUTION OF BID**

### NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

# SIGNATURE OF CONTRACTOR Name of Contractor Print or type Individual name Address as Prequalified Signature of Contractor, Individually Print or type Signer's Name Signature of Witness Print or type Signer's name AFFIDAVIT MUST BE NOTARIZED Subscribed and sworn to before me this the **NOTARY SEAL** day of 20. Signature of Notary Public of \_\_\_\_\_County My Commission Expires:\_\_\_\_\_

# EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

#### SIGNATURE OF CONTRACTOR

Full N	ame of Partners	hip
Addre	ess as Prequalifi	ied
	By	
Signature of Witness		Signature of Partner
Print or type Signer's name		Print or type Signer's name
AFFI	DAVIT MUS	T BE NOTARIZED
Subscribed and sworn to before me this the		
day of 20		NOTARY SEAL
Signature of Notary Public		
ofCounty		
State of		
My Commission Expires:	_	

#### **DEBARMENT CERTIFICATION**

#### Conditions for certification:

- 1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation 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.

### LETTER OF INTENT TO PERFORM AS SUBCONTRACTOR

State of North Carolina Department of Transp	ORTATION
LETTER OF INTENT TO P	ERFORM AS A SUBCONTRACTOR
CONTRACT:	NAME OF BIDDER:
The undersigned intends to perform work in conn and subsequent award of contract by the Board of	nection with the above contract upon execution of the bid f Transportation as:
Name of MBE/WBE/DBE Subcontractor	
Address	
City	State Zip
	eck all that apply:
Minority Busines	s Enterprise (MBE)
	Enterprise (WBE)
	ness Enterprise (DBE)
named subcontractor is prepared to perform the Subcontractor Price identified on the MBE/WB below.	d of contract by the Board of Transportation. The above described work at the estimated Commitment Total for E/DBE Commitment Items sheet and amount indicated ices and Quantities on the "attached" MBE/WBE/DBE
Commitment Items sheet. Amount \$	
Unit Prices and Quantities. This commitment tot will vary up or down as the project is completed, work performed and accepted during the pursu- entire dollar amount quoted based on these estir	tually accepts the Commitment Total estimated for the tal is based on estimated quantities only and most likely Final compensation will be based on actual quantities of ance of work. The above listed amount represents the mated quantities. No conversations, verbal agreements, shall serve to add, delete, or modify the terms as stated.
	in actual subcontract between the two parties. A separate all the contractual obligations of the bidder and the
Affirmation	
The above named MBE/ WBE/ DBE subcontract for the estimated dollar value as stated at	actor affirms that it will perform the portion(s) of the bove.
Name of MBE/ WBE/ DBE Subcontractor	Name of Bidder
Signature / Title	Signature / Title
Date	Date

### **LISTING OF DBE SUBCONTRACTORS**

LISTING OF DBE SUBCONTRACTORS								
			Sheet	of				
	1	1						
FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM				
Actual Price Agreed Upon by the Prime Contra	* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and ** Dollar Volume of DBE Subcontractor \$							
	the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the							

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.

<sup>\*\*</sup> Must have entry even if figure to be entered is zero.

# North Carolina Department of Transportation BID FORM

WBS Element: 36247.3.1, 36247.3.3, etc.

Project Description: Signal Maintenance Contract for Division 3 in Brunswick & New Hanover Counties.

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	0000910000-N	SP	LABOR ASSISTANCEON AN 'AS NEEDED BASIS'	50	HR		
20	0000915000-N	SP	MOBILIZATION	10	EA		
30	2591000000-E	848	4" CONCRETE SIDEWALK	25	SY		
40	439900000-N	1105	FULL LANE CLOSURE	25	EA		
50	4510000000-N	SP	LAW ENFORCEMENT	100	HR		
60	600000000-E	1605	TEMPORARY SILT FENCE	250	LF		
70	7000000000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION)	20	EA		
80	7060000000-E	1705	SIGNAL CONDUCTOR CABLE (16-4)	2,000	LF		
90	7060000000-E	1705	SIGNAL CONDUCTOR CABLE (16-7)	12,500	LF		
100	7120000000-E	1705	VEHICLE SIGNAL HEAD(12", 3 SECTION)	50	EA		
110	7132000000-E	1705	VEHICLE SIGNAL HEAD(12", 4 SECTION)	25	EA		
120	7144000000-E	1705	VEHICLE SIGNAL HEAD(12", 5 SECTION)	10	EA		
130	7216000000-N	1705	MODIFY EXISTING VEHICLE SIGNAL HEAD	100	EA		
140	7252000000-E	1710	MESSENGER CABLE (1/4")	3,000	LF		
150	7264000000-E	1710	MESSENGER CABLE (3/8")	5,000	LF		
160	7279000000-E	1715	TRACER WIRE	500	LF		
170	7288000000-E	1715	PAVED TRENCHING (2"-4" PVC CONDUIT)	400	LF		
180	730000000-E	1715	UNPAVED TRENCHING (2"-4" PVC CONDUIT)	1,500	LF		
190	7301000000-E	1715	DIRECTIONAL DRILL (2"-4" PE CONDUIT)	1,000	LF		
200	7324000000-E	1716	JUNCTION BOX (STANDARD SIZE)	50	EA		
210	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	10	EA		
220	7360000000-N	1720	WOOD POLE (35')	25	EA		
230	7360000000-N	1720	WOOD POLE (40')	25	EA		
240	7360000000-N	1720	WOOD POLE (45')	5	EA		
250	7360000000-N	1720	WOOD POLE (50')	5	EA		
260	7360000000-N	1720	WOOD POLE (65')	5	EA		
270	7372000000-N	1721	GUY ASSEMBLY	50	EA		
280	7372000000-N	1721	SIDEWALK GUY ASSEMBLY	20	EA		
290	7408000000-E	1722	1" RISER WITH WEATHERHEAD	30	EA		
300	7420000000-E	1722	2" RISER WITH WEATHERHEAD	70	EA		
310	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	7,500	LF		
320	7456000000-E	1726	LEAD-IN CABLE	10,000	LF		

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330	7481000000-N	SP	SITE SURVEY	5	EA		
340	7484000000-E	SP	MICROWAVE VEHICLE DETECTOR	15	EA		
350	7516000000-E	1730	COMMUNICATIONS CABLE (12 SMFO FIBER)	1,000	LF		
260	7540000000-E	1731	SPLICE ENCLOSURE	5	EA		
360							
370	7552000000-N	1731	INTERCONNECT CENTER	5	EA		
380	7564000000-N	1732	FIBER-OPTIC TRANSCEIVER , DROP & REPEAT	5	EA		
390	7564100000-N	1732	FIBER-OPTIC TRANSCEIVER, SELFHEALING RING	5	EA		
400	7566000000-N	1733	DELINEATOR MARKER	5	EA		
410	7575142000-N	1736	900MHZ WIRELESS RADIO SYSTEM	5	EA		
420	7575142200-N	SP	NEW ELECTRICAL SERVICE	20	EA		
430	7576000000-N	SP	METAL STRAIN SIGNAL POLE	8	EA		
440	7588000000 N	SP	METAL POLE WITH SINGLE MAST ARM	8	EA		
450	7590000000-N	SP	METAL POLE WITH DUAL MAST ARM	4	EA		
460	7613000000-N	SP	SOIL TEST	20	EA		
470	7614100000-E	SP	DRILLED PIER FOUNDATION	75	CY		
400			DRILLED PIER FOUNDATION WITH WING		<b>0</b> 1/		
480	7614100001-E	SP	WALLS	50	CY		
490	7624000000-N	1743	SIGNAL PEDESTAL WITH FOUNDATION	10	EA		
500	7636000000-N	1745	SIGN FOR SIGNALS	15	EA		
		_					
510	7684000000-N	1750	SIGNAL CABINET FOUNDATION	15	EA		
520	7686000000-N	1752	CONDUIT ENTRANCE INTO EXISTING FOUNDATION	10	EA		
530	7687000000-N	1752	MODIFY FOUNDATION FOR CONTROLLER CABINET	10	EA		
540	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	20	EA		
550	7768000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, POLE MOUNTED)	5	EA		
560	7901000000-N	1753	CABINET BASE EXTENDER	20	EA		
570	7688000000-N	1753	CABINET BASE ADAPTER	5	EA		
580	7912000000-N	1755	BEACON CONTROLLER ASSEMBLIES & CABINET	5	EA		
590	7948000000-N	1757	TRAFFIC SIGNAL REMOVAL	10	EA		
600	7960000000-N	SP	METAL POLE FOUNDATION REMOVAL	5	EA		
610	7972000000-N	SP	METAL POLE REMOVAL	5	EA		
620	7980000000-N	SP	SOLAR POWER ASSEMBLY	5	EA		
630	7980000000-N	SP	CCTV CAMERA ASSEMBLY	10	EA		
640	7980000000-N	SP	VIDEO ETHERNET ENCODER	10	EA		
650	7980000000-N	SP	CCTV FIELD EQUIPMENT CABINET	10	EA		
660	7980000000-N	SP	AUXILIARY FILE	10	EA		
670	7980000000-N	SP	REPLACE PEDESTRIAN PUSH BUTTONS	10	EA		
680	7980000000-N	SP	MESSENGER CABLE BRACKET FOR STRAIN POLES	8	EA		
690	7980000000-N	SP	ADJUST SPAN & GUY WIRE ATTACHMENTS	50	EA		
700	798000000-N	SP	PAINTING OF NCDOT FURNISHED MAST ARM SIGNAL POLES	4	EA		
710	7980000000-N	SP	ANCHOR BOLTS	25	EA		
720	7980000000-N	SP	TEMPLATES	4	EA		
730	798000000-N	SP	TRAFFIC SIGNAL WOOD POLE REMOVAL	10	EA		
740	7980000000-N	SP	VEHICLE SIGNAL HEAD REMOVAL	50	EA		
750	7990000000-E	SP	MESSENGER CABLE REMOVAL	1000	LF		
760	7990000000-E	SP	TRIPLEX (#6 GAUGE)	1000	LF		
. 50	. 555555000-L		THE LEX (NO OROOL)	.50		<u> </u>	
TOTA	L BID FOR PRO	DJECT:					

DRESS		
eral Identification Number		
tractors License Number		
horized Agent	Title	CORPORATE
ature	Date	
ness	Title	CORPORATE
nature	Date	

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by	 Da
Reviewed by	 D