

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 7

## **PROPOSAL**

**DATE AND TIME OF BID OPENING: OCTOBER 20, 2016 AT 2:00 P.M.**

**CONTRACT ID: DG00323**

**WBS ELEMENT NO.: 50061.3.7**

**FEDERAL AID NO.: CMAQ-0708(081)**

**COUNTY: ALAMANCE, ORANGE, DURHAM**

**TIP NO.: C-5600F**

**MILES: 13**

**ROUTE NO.: I-40/I-85**

**LOCATION: FROM TROLLINGWOOD/HAWFIELDS ROAD TO THE I-40/NC86 INTERCHANGE**

**TYPE OF WORK: INSTALLATION OF FIBER-OPTIC COMMUNICATION NETWORK AND RELATED WORK**

### **NOTICE:**

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

**THIS IS AN ITS PROJECT.**

**BID BONDS ARE REQUIRED.**

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**NAME OF BIDDER**

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**ADDRESS OF BIDDER**

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DG00323 IN ALAMANCE, ORANGE, DURHAM, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DG00323**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DG00323** in **ALAMANCE, ORANGE, DURHAM**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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

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**INSTRUCTIONS TO BIDDERS**  
**PLEASE READ ALL INSTRUCTIONS CAREFULLY**

**Bidders may submit their bid Electronically On-Line thru Bid Express  
OR  
follow the below instructions. Traditional paper bids will not be accepted.**

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

1. Download the entire proposal from the Connect NCDOT website, bind and return the entire proposal with your bid.
2. The Bidder should use "Expedite Bid" to complete prepare bids.
3. The Bidder shall submit a unit price for every item. **\*\*\*Unit Prices shall be rounded off by the bidder to contain no more than FOUR decimal places.\*\*\* The computer generated itemized proposal sheets shall be printed and signed by a duly authorized representative in accordance with Subarticle 102-8(A)(8)..**
4. An amount bid shall be entered for every item.
5. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. **The printed, signed bid itemized bid sheets shall govern in the case of a discrepancy between the printed and electronic prices.** A representative of the Bidder shall initial the change in ink. **Do not use correction fluid, correction tape or similar product to make corrections.**
6. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.
  - b. Corporations that have a corporate seal should include it on the bid.
  - c. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - d. Name, signature, and position or title of witness.
  - e. Completed attestation by Notary Public
7. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
8. 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.
9. **Addenda shall be acknowledge on the "Addenda" page found in the proposal.**
10. **Questions shall be emailed to [cthuskins@ncdot.gov](mailto:cthuskins@ncdot.gov) a minimum of 11 days prior to the bid opening.**
11. Contractors who download bid packages **SHALL EMAIL [cthuskins@ncdot.gov](mailto:cthuskins@ncdot.gov)** a minimum of five (5) days prior to the bid opening to inform NCDOT of your possession of a bid package.
12. **THE ENTIRE PROPOSAL PACKAGE SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 7 OFFICE, LOCATED AT 1584 YANCEYVILLE STREET, GREENSBORO, NC 27405 BY 2:00 P.M. ON, THURSDAY OCTOBER 20, 2016.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR DG00323**  
**TO BE OPENED AT 2:00 P.M. ON, THURSDAY OCTOBER 20, 2016.**  
**CONTRACTOR'S NAME**

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

**N. C. Department Of Transportation**  
**Attn: Carolyn T. Huskins**  
**P. O. Box 14996**  
**Greensboro, NC 27415**

**PROJECT SPECIAL PROVISIONS - GENERAL****BOND REQUIREMENTS:**

(06-01-16)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the 2012 Standard Specifications for Roads and Structures.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the 2012 Standard Specifications for Roads and Structures.

**DIVISION LET CONTRACT PREQUALIFICATION:**

(07-01-14)(6-1-15)

SPD 01-410

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

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

**ELECTRONIC BIDDING (Division Contracts):**

(05-13-16)

102

SPI 1 G24

The bidder has the option to prepare and submit bids by one of two methods; electronically using the on-line system Bid Express® or electronic bid preparation with manual delivery. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

**(A) Electronic On-Line Bids thru Bid Express®**

For preparing and submitting the bid electronically using the on-line system Bid Express®, refer to Article 102-8(B) of the *2012 Standard Specifications*.

Bidders that bid electronically on Raleigh Central-Let projects will need a separate Digital Signature from Bid Express® for Division Contracts.

**(B) Electronic Bid Preparation with Manual Delivery**

For electronic bid preparation with manual delivery, the bidder shall download the Expedite program from the NCDOT "Project Letting" website and download the appropriate .ebs electronic file of line items and quantities unique to each project from the Division Office's website. The only entries into the program which will be permitted by the bidder are the applicable unit or lump sum prices for those items which must be bid in order to provide a complete bid for the project, and any MBE/WBE or DBE participation in the appropriate section of the Expedite program. The

computer generated itemized proposal sheets shall be printed and signed by a duly authorized representative in accordance with Subarticle 102-8(A)(8) of the *2012 Standard Specifications*. The computer generated itemized proposal sheets (.ebs bid file) shall also be copied to an external device (i.e. compact disk (CD), USB flash drive) furnished by the bidder and shall be submitted to the Department with the bid. This set of itemized proposal sheets, MBE/WBE or DBE information, external device and the correct proposal, will constitute the bid and shall be delivered to the contracting Division Office or location specified in the INSTRUCTIONS TO BIDDERS. If the bidder submits their bid on computer generated itemized proposal sheets, bid prices shall not be written on the itemized proposal sheets bound in the proposal.

In the case of discrepancy between the unit or lump sum prices submitted on the itemized proposal sheets and those contained on the CD furnished by the bidder, the unit or lump sum prices submitted on the printed and signed itemized proposal sheets shall prevail. Changes to any entry on the computer generated itemized proposal sheets shall be made in accordance with the requirements of the INSTRUCTIONS TO BIDDERS.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **November 14, 2016**.

The completion date for this contract is **September 9, 2017**.

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic on **I-40/I-85**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**DAY AND TIME RESTRICTIONS**

**Sunday thru Saturday from 6:00 a.m. until 8:00 p.m.**

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

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

**8 Alamance, Orange and Durham Counties**

- 2. For **New Year's Day**, between the hours of **5:00 a.m.** December 31st and **8:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 p.m.** the following Tuesday.
- 3. For **Easter**, between the hours of **5:00 a.m.** Thursday and **8:00 p.m.** Monday.
- 4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **8:00 p.m.** Tuesday.
- 5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **8:00 p.m.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **8:00 p.m.** the Tuesday after Independence Day.
- 6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **8:00 p.m.** Tuesday.
- 7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **8:00 p.m.** Monday.
- 8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **8:00 p.m.** the following Tuesday after the week of Christmas Day.

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

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

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 C

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for shoulder closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on I-40/I-85 during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

Sunday thru Saturday from 6:00 a.m. until 9:00 a.m.  
or  
Sunday thru Saturday from 4:00 p.m. until 7:00 p.m.

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

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

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

**NO MAJOR CONTRACT ITEMS:**

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

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

**NO SPECIALTY ITEMS:**

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

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-17-16) 108-2 SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2017	(7/01/16 - 6/30/17)	<b>85%</b> of Total Amount Bid
2018	(7/01/17 - 6/30/18)	<b>15%</b> of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**DISADVANTAGED BUSINESS ENTERPRISE (DIVISIONS):**

(10-16-07)(Rev.4-19-16) 102-15(J) SP1 G62

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

**Forms and Websites Referenced in this Provision**

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

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

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

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

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

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

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

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

**DBE Goal**

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

Disadvantaged Business Enterprises **0.0 %**

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

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

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

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

### **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

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

at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

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

### **DBE Prime Contractor**

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

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

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

### **Written Documentation – Letter of Intent**

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

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

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

**Submission of Good Faith Effort**

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

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

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

**Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero**

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<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 not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

#### **(A) DBE Utilization**

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

#### **(B) DBE Utilization in Trucking**

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives

as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **DBE Replacement**

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

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

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

#### **(A) Performance Related Replacement**

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

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
  - (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
    - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
    - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why DBE quotes were not accepted.
  - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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

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

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

### **Failure to Meet Contract Requirements**

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

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

**CONTRACTOR'S LICENSE REQUIREMENTS:**

(7-1-95)

102-14

SP1 G88

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

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

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

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

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

**CARGO PREFERENCE ACT:**

(2-16-16)

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

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

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

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

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

**RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:**

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

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

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

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>.

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

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

**IRAN DIVESTMENT ACT:**

(5-17-16)

SP01 G151

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

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

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

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

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

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:

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *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:**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

**EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

**SUBLETTING OF CONTRACT:**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

**PROJECT SPECIAL PROVISIONS - ROADWAY**

**MATERIALS:**

(2-21-12) (Rev. 11-22-16) 1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092 SP10 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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

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

<b>Item</b>	<b>Section</b>
Type IL Blended Cement	1024-1

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

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

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

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

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	1.5 machine-placed 2.5 hand-placed	4	508	-	545	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

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

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

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

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

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

**(H) Handling and Storing Test Panels**

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

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

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE													
Std. Size #	Percentage of Total by Weight Passing											Remarks	
	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40		#200
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Structural Concrete, Shoulder Drain Stone, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	Asphalt Plant Mix, AST, Structural Concrete
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Structural Concrete, Weep Hole Drains
14M	-	-	-	-	100	98-100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Structural Concrete, Weep Hole Drains
9M	-	-	-	-	100	98-100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 <sup>B</sup>	Aggregate Base Course, Aggregate Stabilization
ABC(M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 <sup>B</sup>	Maintenance Stabilization
Light-weight <sup>C</sup>	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

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

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

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

- (A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,
- (B) 30% of the rock ranges in size from 2” to 1.5 ft in diameter, and
- (C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

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

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

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

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

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

<b>TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b>	
<b>Pozzolan</b>	<b>Rate</b>
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

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

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

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>TABLE 1081-1 PROPERTIES OF MIXED EPOXY RESIN SYSTEMS</b>							
<b>Property</b>	<b>Type 1</b>	<b>Type 2</b>	<b>Type 3</b>	<b>Type 3A</b>	<b>Type 4A</b>	<b>Type 4B</b>	<b>Type 5</b>
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

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

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

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

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

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

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

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

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

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

#### **1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

##### **(A) General**

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

##### **(B) Classification**

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

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

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

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

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

##### **(C) Requirements**

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

##### **(D) Prequalification**

Refer to Subarticle 1081-1(E).

##### **(E) Acceptance**

Refer to Subarticle 1081-1(F).

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

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs

into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

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

**GROUT PRODUCTION AND DELIVERY:**

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

**SECTION 1003  
GROUT PRODUCTION AND DELIVERY**

**1003-1 DESCRIPTION**

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor’s option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define “sand cement grout” as grout with only fine aggregate and “neat cement grout” as grout without aggregate.

The types of grout with their typical uses are as shown below:

**Type 1** – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

**Type 2** – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

**Type 3** – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

**Type 4** – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

**Type 5** – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

**1003-2 MATERIALS**

Refer to Division 10.

<b>Item</b>	<b>Section</b>
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Portland Cement	1024-1
Silica Fume	1024-7
Water	1024-4

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor’s option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

<b>TABLE 1003-1 AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT</b>			
<b>Gradation</b>		<b>Maximum Liquid Limit</b>	<b>Maximum Plasticity Index</b>
<b>Sieve Designation per AASHTO M 92</b>	<b>Percentage Passing (% by weight)</b>		
3/8"	100	N/A	N/A
No. 4	70 – 95		
No. 8	50 – 90		
No. 16	30 – 80		
No. 30	25 – 70		
No. 50	20 – 50		
No. 100	15 – 40		
No. 200	10 – 30	25	10

**1003-3 COMPOSITION AND DESIGN**

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

<b>Property</b>	<b>Test Method</b>
Aggregate Gradation <sup>A</sup>	AASHTO T 27
Compressive Strength	AASHTO T 106
Density (Unit Weight)	AASHTO T 121, AASHTO T 133 <sup>B</sup> , ANSI/API RP <sup>C</sup> 13B-1 <sup>B</sup> (Section 4, Mud Balance)
Durability	AASHTO T 161 <sup>D</sup>
Flow	ASTM C939 (Flow Cone)
Height Change	ASTM C1090 <sup>E</sup>
Slump	AASHTO T 119

- A.** Applicable to grout with aggregate.
- B.** Applicable to Neat Cement Grout.
- C.** American National Standards Institute/American Petroleum Institute Recommended Practice.
- D.** Procedure A (Rapid Freezing and Thawing in Water) required.
- E.** Moist room storage required.

**1003-4 GROUT REQUIREMENTS**

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

<b>TABLE 1003-2 GROUT REQUIREMENTS</b>					
Type of Grout	Minimum Compressive Strength at		Height Change at 28 days	Flow <sup>A</sup> /Slump <sup>B</sup>	Minimum Durability Factor
	3 days	28 days			
1	3,000 psi	–	–	10 – 30 sec	–
2	Table 1 <sup>C</sup>			Fluid Consistency <sup>C</sup>	–
3	5,000 psi	–	0 – 0.2%	Per Accepted Grout Mix Design/ Approved Packaged Grout	80
4 <sup>D</sup>	600 psi	1,500 psi	–	10 – 26 sec	–
5	–	500 psi	–	1 – 3"	–

- A. Applicable to Type 1 through 4 grouts.
- B. Applicable to Type 5 grout.
- C. ASTM C1107.
- D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

**1003-5 TEMPERATURE REQUIREMENTS**

When using an approved packaged grout, follow the manufacturer’s instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

**1003-6 ELAPSED TIME FOR PLACING GROUT**

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

<b>TABLE 1003-3 ELAPSED TIME FOR PLACING GROUT (with continuous agitation)</b>		
Air or Grout Temperature, Whichever is Higher	Maximum Elapsed Time	
	No Retarding Admixture Used	Retarding Admixture Used
90°F or above	30 minutes	1 hr. 15 minutes
80°F through 89°F	45 minutes	1 hr. 30 minutes
79°F or below	60 minutes	1 hr. 45 minutes

**1003-7 MIXING AND DELIVERY**

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer's instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

**TEMPORARY TRAFFIC CONTROL DEVICES:**

(1-17-12)

1105

SP11 R05

Revise the *2012 Standard Specifications* as follows:

**Page 11-5, Article 1105-6 Measurement and Payment**, add the following paragraph after line 24:

Partial payments will be made on each payment estimate based on the following: 50% of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

**TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:**

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

**Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES**, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

**Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES**, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM

CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

## **STANDARD SPECIAL PROVISIONS**

### **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

### **ERRATA**

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

#### **Division 2**

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

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

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

#### **Division 3**

**Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.**

#### **Division 4**

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

#### **Division 6**

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

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

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

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

#### **Division 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.**

#### **Division 8**

**Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.**

#### **Division 10**

**Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.**

#### **Division 12**

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

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

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

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

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

**Division 15**

**Page 15-4, Subarticle 1505-3(F) Backfilling, line 26,** replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

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

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

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

**Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation,** replace “1633.01” with “1631.01”.

**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03) (Rev. 10-15-13)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.

2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

### **AWARD OF CONTRACT**

(6-28-77)(Rev 2/16/2016)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

## **TITLE VI AND NONDISCRIMINATION**

### **I. Title VI Assurance**

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

**(1) Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration

(FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **II. Title VI Nondiscrimination Program**

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

### *Nondiscrimination Assurance*

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

### *Obligation*

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all

subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

### FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

**Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

**Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

**Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

**Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to

the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.

5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

**III. Pertinent Nondiscrimination Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

**MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**

Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County  
Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**

Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County  
Person County  
Vance County  
Warren County

**Area 028 15.5%**

Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County  
Wilkes County

**Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County

**SMSA Areas**

**Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

**Goals for Female**

**Participation in Each Trade**

(Statewide) 6.9%

**REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- 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).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:  
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- 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.
  - The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - 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.
  - 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:**
- 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.
  - Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - 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:
- 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.
  - 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.
  - 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.
  - 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.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - 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.
- The records kept by the contractor shall document the following:
    - The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract

work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
    - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
      - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
      - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
      - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
    - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
    - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
  - a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- 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).
  - 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).
  - 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.

- 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.
- 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.
- Withholding for unpaid wages and liquidated damages.** The FHWA or 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 2. Instructions for Certification - Lower Tier Participants:**  
 (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)
- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
  - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
  - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
  - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

Z-10

#### **Description**

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

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

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

#### **Minorities and Women**

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

#### **Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**NAME CHANGE FOR NCDENR**

(1-19-16)

Z-11

**Description**

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to “NCDENR” or “North Carolina Department of Environment and Natural Resources”, replace with “NCDEQ” or “North Carolina Department of Environmental Quality” respectively, as the case may be.

**MINIMUM WAGES**  
**GENERAL DECISION NC160101 01/08/2016 NC101**

Z-101

Date: January 8, 2016  
 General Decision Number: NC160101 01/08/2016 NC101  
 Superseded General Decision Numbers: NC20150101  
 State: North Carolina  
 Construction Type: HIGHWAY

**COUNTIES:**

<b>Alamance</b>	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	<b>Orange</b>	Yadkin
<b>Durham</b>	Person	

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.15 for calendar year 2016 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number  
0

Publication Date  
01/08/2016

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01

	Rates	Fringes
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
<b>PAINTER</b>		
Bridge	23.77	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Lbs or Less	11.45	
GVWR of 26,000 Lbs or Greater	13.57	.03

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the

particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U. S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, D.C. 20210

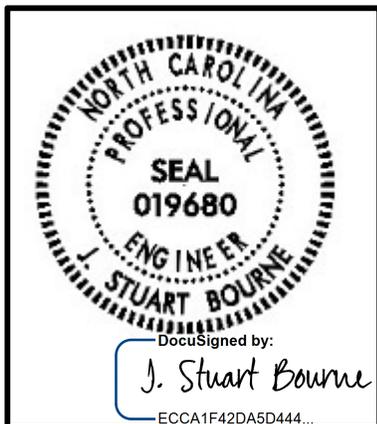
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



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*Based On*  
**NCDOT ITS and Signals Project Special Provisions**  
*Version 12.2*

8/17/2016

**Not Valid Unless Signed – This Seal Applies to Section 17 Only.**

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## **17. TEMPORARY TRAFFIC CONTROL**

### **17.1. DESCRIPTION**

Furnish, install, maintain, relocate, and remove all temporary traffic control devices and measures necessary, in accordance with these Project Special Provisions, the Manual on Uniform Traffic Control Devices (MUTCD), the *2012 Standard Specifications* and *2012 Roadway Standard Drawings*, to maintain and control vehicular and pedestrian traffic in a safe and efficient manner during construction. All temporary traffic control devices and measures furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified in the contract.

### **17.2. GENERAL REQUIREMENTS**

#### **(B) Maintenance of Traffic**

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

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

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

#### **(C) Material and Equipment Storage and Parking**

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

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

#### **(D) Protection of Hazards**

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

**(E) Traffic Control Supervision**

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

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

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

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

**(F) Vehicular Access**

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

**(G) Pedestrian Access**

Maintain continuous and safe pedestrian access at all times, including but not limited to, all residences, businesses, schools and mailboxes. Conduct operations in such a manner as to limit the inconvenience to pedestrians. When existing pedestrian facilities are disrupted, closed, or relocated, provide temporary facilities that are detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Avoid pedestrian detours.

Protect open excavations within or adjacent to areas subject to pedestrian traffic from pedestrian intrusion by surrounding the excavation/hazard with orange plastic mesh construction fencing (also referred to as safety fence, tree protection barricade, warning fence, etc.) or other method approved by the Engineer. Do not use tape, flagging, rope or plastic chain strung between barricades, cones, or stakes.

Determine the extent of pedestrian needs through engineering judgment or by the traffic control supervisor responsible for the work zone. Inspect the work zone regularly so effective pedestrian traffic is maintained. When pedestrian movement through or around a work site is necessary, provide a separate usable footpath. If the previous pedestrian facility was accessible to pedestrians with disabilities, provide a footpath during temporary traffic control that is accessible. Do not have any abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. Provide barriers and channelizing devices that are detectable to pedestrians who have visual disabilities. Provide temporary pedestrian facilities that are made of concrete, asphalt or other suitable material as approved by the Engineer at all locations where the existing sidewalks have been removed for construction operations.

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

### **(H) Safety and Accident Protection**

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

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

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7(2) of the *Standard Specifications*.

### **17.3. TRAFFIC MANAGEMENT GENERAL NOTES**

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

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

#### **(G) Time Restrictions**

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

#### **(H) Lane And Shoulder Closure Requirements**

- 1) Remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed or as directed by the Engineer.
- 2) When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 ft of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02 unless the work area is protected by barrier or guardrail.
- 3) When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within 10 ft of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No.1101.02 unless the work area is protected by barrier or guardrail.
- 4) When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the Roadway Standard Drawings, or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane.
- 5) Do not install more than one lane closure in any one direction on I-40 or I-85.

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### **(I) Traffic Control Devices**

When lane closures are not in effect space channelizing devices in work areas no greater in feet than twice the posted speed limit (mph) except, 10 ft on-center in radii, and 3 ft off the edge of an open travel way. Refer to *Standard Specifications for Roads and Structures* Sections 1130 (Drums) and 1135 (Cones) for additional requirements.

### **(J) Miscellaneous**

Law enforcement may be used to maintain traffic through the work area and/or intersections as directed by the Engineer.

### **(K) Pedestrians**

Refer to MUTCD Section 6D.01, "Pedestrian Considerations" and Section 6D.02, "Accessibility Considerations" for additional requirements and considerations for maintaining pedestrian mobility through work area.

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

## **17.4. MATERIALS**

### **(A) Work Zone Traffic Control Devices**

Refer to Division 10 of the Standard Specifications.

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

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

## **17.5. CONSTRUCTION METHODS**

### **(A) General**

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

Provide appropriate lighting in accordance with Section 105-14 of the *Standard Specifications*.

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

Maintain traffic in accordance with the Project Special Provisions, Division 11 of *Standard Specifications* and the following *Roadway Standard Drawings*: 1101.02, 1101.04, 1101.11, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, and 1165.01.

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

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### **(B) Work Zone Traffic Control Devices**

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

The Contractor may use either drums or cones in accordance with Articles 1130 and 1135 of the *Standard Specifications*. Use of skinny drums is not permitted.

### **(C) Temporary Lane Closures**

#### **(1) General**

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

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

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

Refer to *Roadway Standard Drawing* (RSD) No. 1101.02 for appropriate lane closure details. Use RSD No. 1101.02, Sheets 9 & 10, when working within mainline ramp gores on I-40/I-85.

#### **(2) Intersections**

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

### **(D) Law Enforcement**

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

Use a law enforcement officer(s) when the existing traffic signal at I-85 and Trollingwood/Hawfields Road must be taken out of operation in order to remove and replace the existing meter service. Provide a minimum of twenty four (24) hour notice to the local police department.

### **(E) Pedestrian Safety**

Install measures for separating pedestrian traffic from the work area and from adjacent vehicular traffic where pedestrian paths are evident or sidewalks are present. Use protective barricades, warning and guidance devices and signs to provide a safe, well-defined passageway for pedestrians. When a sidewalk must be closed temporarily to perform construction work, refer to Chapter 6D, "Pedestrian and Worker Safety," and Typical Applications 28 and 29 (TA-28 and TA-29) of the 2009 Edition of the *Manual on Uniform Traffic Control Devices* (MUTCD

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2009) for appropriate pedestrian traffic control measures. The MUTCD 2009 is available online at the following web address: <http://mutcd.fhwa.dot.gov>

### **17.6. MAINTENANCE AND INSPECTION**

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

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

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

If the name and telephone number of the agency, Contractor or supplier is shown on the non-retroreflective surface of all channelizing devices, use letters and numbers that are a non-reflective color and not over 2 inches in height.

### **17.7. FAILURE TO MAINTAIN TRAFFIC CONTROL**

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

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

### **17.8. MEASUREMENT AND PAYMENT**

*Temporary Traffic Control*, except law enforcement at the existing traffic signal at I-85 at Trollingwood Hawfields Road, will be paid at the contract lump sum price for temporary traffic control. No separate measurement and payment shall be made for temporary traffic control devices, signing, portable lighting, or other materials and measures required to maintain traffic in accordance with this contract. The price and payment below will be full compensation for all materials and work required to maintain traffic in accordance with these Project Special Provisions, the *Roadway Standard Drawings*, the MUTCD, and the *Standard Specifications*.

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

- Measurement and payment will not exceed 3 hours per police officer provided to direct traffic at a given signalized intersection during the removal and replacement of a controller cabinet.

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- Measurement and payment will not exceed 1 hour per police officer provided to direct traffic at a given signalized intersection while constructing a new conduit entrance into an existing cabinet foundation.

There will be no direct payment for marked law enforcement vehicles as they are considered incidental to the pay item.

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Traffic Control	Lump Sum
Law Enforcement	Hour

# **PROJECT SPECIAL PROVISIONS**

## **ITS – FIBER-OPTIC COMMUNICATIONS NETWORK CENTER TO CENTER COMMUNICATIONS**

**N.C. Project No. C-5600F (WBS # 50061.3.7)  
Alamance, Orange and Durham Counties**



*Prepared by:*

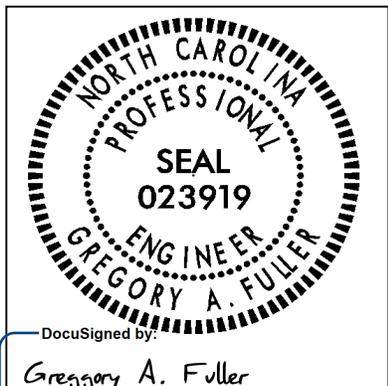
North Carolina Department of Transportation  
ITS and Signals Unit

**This Project Special Provision Supersedes the Project Special Provision Originally  
Sealed by Henry Alfred Badgett on 4/21/2014**

**Document Not Considered Final Unless All  
Signatures Complete**

**August 10, 2016**

**C-5600F – Fiber-Optic Communications System – Package B**  
Final



**Project Special Provisions**  
*Based On*  
**NCDOT ITS and Signals Project Special Provisions**  
*Version 12.2*

**Not Valid Unless Signed – This Seal Applies to Sections 1 – 16.**

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**1. GENERAL REQUIREMENTS**

**1.1. DESCRIPTION**

**(A) Summary of Work**

This project includes but is not limited to new conduit and fiber-optic cable construction along I-85 between Trollingwood Hawfields Road (MM 152) to I-85/I-40 (Exit 163) and along I-40, from I-85/40 (Exit 163) to Old NC 86 (Exit 261). It includes installing fiber-optic jumpers in hub cabinets along I-85 and I-40.

Perform the following major tasks under this contract, as shown in the Plans (the list that follows is not meant to be all-inclusive):

- Furnish and install a new fiber-optic communications system comprised of fiber-optic cable, fiber-optic drop cables, and fiber-optic splice centers, fiber-optic jumpers, hub cabinets, and related electronics;
- Furnish and install underground conduit, junction boxes, risers with heat shrink tubing, messenger cable, fiber-optic cable storage guides, and pole guy assemblies with guy guards;
- At five locations, furnish and install managed Ethernet edge switches to connect existing CCTV assemblies to the Ethernet communications network;
- Install at three locations, managed Ethernet routing switches with air-conditioned hub cabinets.

**(B) Project Operations Requirements**

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES**

(2-20-07)

SP1 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 on **I-40/I-85** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday through Sunday**

**1 lane - from 6:00 a.m. to 8:00 p.m.**

**2 lanes - from 6:00 a.m. to 10:00 p.m.**

**3 lanes - from 6:00 a.m. to 11:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **I-40/I-85**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

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### HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **11:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **11:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **11:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **11:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **11:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **11:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **11:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **11:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **11:00 p.m.** the following Tuesday after the week of Christmas Day.
9. For the **NCAA Men's Basketball Tournament**, occurring at the Greensboro Coliseum Complex, between the hours of **6:00 a.m.** the day before the start of the tournament and **11:00 p.m.** the following day after the end of the tournament.
10. For the **ACC Men's Basketball Tournament**, occurring at the Greensboro Coliseum Complex, between the hours of **6:00 a.m.** the day before the start of the tournament and **11:00 p.m.** the following day after the end of the tournament.
11. For any special events, occurring at the Greensboro Coliseum Complex, from **four (4)** hours before the start of the event until **four (4)** hours after the end of the event.
12. For the PGA Tournament, between the hours of **6:00 a.m.** the Sunday before the start of the tournament and **11:00 p.m.** the following Tuesday after the tournament completion.
13. For the UNC Chapel Hill Home Football Games at any time on the day of the event.
14. For the UNC Chapel Hill Home Basketball Games, from **four (4)** hours before the start of the event until **four (4)** hours after the end of the event.

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15. For any special events that create unusually high traffic volumes, as directed by the Engineer.

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 an existing pattern.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00) per hour.**

### INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 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 on **I-40/I-85 Ramps, I-85/US 15/501, Trollingwood-Hawfields Road, NC 119, Mebane Oaks Road, Buckhorn Road, Mt. Willing Road, US 70, and Old NC 86** during the following time restrictions:

#### DAY AND TIME RESTRICTIONS

**Monday through Friday,  
from 6:00 a.m. to 9:00 a.m. and 3:30 p.m. - 8:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on the aforementioned roads, 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

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **8:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **8:00 p.m.** Monday.

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4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **8:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **8:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **8:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **8:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **8:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **8:00 p.m.** the following Tuesday after the week of Christmas Day.
9. For any special events that create unusually high traffic volumes, as directed by the Engineer.

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 an existing pattern.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00) per hour.**

### **(C) Specifications and Special Provisions**

Conform to these Project Special Provisions and the North Carolina Department of Transportation (NCDOT) *Standard Specifications for Roads and Structures*, dated January 2012, hereinafter referred to as the "*Standard Specifications*". Conform to the Codes and Regulations described in Section 1700 of the *Standard Specifications*.

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

### **(D) Coordination of Plans, Specifications, and Special Provisions**

The *Standard Specifications*, the Plans, and these Project Special Provisions are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are complementary, provide, and describe the complete contract. In case of a discrepancy or conflict, the following will apply in ascending order:

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- Calculated dimensions shall govern over scaled dimensions;
- Supplemental Specifications shall govern over *Standard Specifications*;
- Plans shall govern over Supplemental Specifications, *Standard Specifications*, and *Roadway Standard Drawings*;
- Project Special Provisions shall govern over Standard Special Provisions, Plans, *Standard Specifications*, Supplemental Specifications, and *Roadway Standard Drawings*.

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

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

### 1.2. MATERIALS

#### (A) Qualified Products

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

2012 ITS and Signals Qualified Products List (QPL) is available on the North Carolina Department of Transportation's website at the following address:

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

Communications equipment, material, and hardware shall be pre-approved on the QPL by the date of installation. Equipment, material, and hardware not pre-approved when required will not be allowed for use on the project. Consult the QPL website to obtain pre-approval procedures.

For Contractor-furnished material not on the QPL, furnish three copies of the equipment list including three copies of catalog cuts. Identify proposed material on catalog cuts by a reproducible means (highlighter pen does not transfer to copies). Ensure material lists contain material description, brand name, manufacturer's address and telephone number, stock number, size, identifying trademark or symbol, and other appropriate ratings.

#### (B) Submittal Requirements

Furnish a Type 3 material certification in accordance with Article 106-3 of the *Standard Specifications*. When requested by the Department, provide additional certifications from independent testing laboratories and sufficient data to verify item meets applicable specifications. Ensure additional certification states the testing laboratory is independent of the material manufacturer and neither the laboratory nor the manufacturer has a vested interest in the other.

Identify all proprietary parts in Contractor-furnished material. The Department reserves the right to reject material that uses proprietary components not commercially available through electronic or electrical supply houses.

For Contractor-furnished material listed on the QPL, furnish submittals in the format defined by the QPL.

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For Contractor-furnished material not on the QPL, furnish three copies of the equipment list including three copies of catalog cuts. Identify proposed material on catalog cuts by a reproducible means (highlighter pen does not transfer to copies). Ensure material lists contain material description, brand name, manufacturer's address and telephone number, stock number, size, identifying trademark or symbol, and other appropriate ratings.

Do not fabricate or order material until receipt of the Engineer's approval.

Refer to the "Submittal Data" section of these Project Special Provisions for additional submittal requirements.

Final acceptance will occur following the successful completion and approval of all documentation requirements.

Refer to the "Testing and Acceptance" section of these Project Special Provisions for additional requirements.

### **(C) Warranties**

Unless otherwise required herein, provide manufacturer's warranties on Contractor-furnished equipment for material and workmanship that are customarily issued by the equipment manufacturer or that are at least one year in length, whichever is greater, from the date of final acceptance of the project by the Department. 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 and will support user-definable parameters for setting the start and end dates for daylight savings time.

Upon receipt of the Department's written final acceptance of project, transfer manufacturer's warranties with proper validation by the manufacturer to the Department. Provide warranties in the name of the North Carolina Department of Transportation.

### **(D) Wire and Cable**

Furnish wire and cable on reels. When requested by the Department, furnish samples of wire and cable to the Department at no additional cost.

## **1.3. CONSTRUCTION METHODS**

### **General**

Locate existing conduit, cable runs, and junction boxes before installing or using equipment that can damage or interfere with such facilities. Locate all underground utilities before beginning drilling, digging, and trenching operations.

For locating roadway overhead lighting circuits contact Mike Garrison, Division 7 at (336) 375-5477.

For locating Weigh Station underground equipment contact Frankie Bogan, Weigh Station Maintenance at (919) 835-8079.

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

### **(A) Regulations and Codes**

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

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

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

Notify the Engineer, local traffic enforcement agency, local utility company, and affected railroad companies seven business days before operational shutdowns to coordinate connection or disconnection to an existing utility or system, unless otherwise instructed herein.

Install meter bases and service disconnects as required by the NESC, NEC, local utility companies, and local ordinances. Install standoffs only when required and approved by the local utility companies. Where a standoff must be used, obtain the local utility company's approval prior to installing the standoff.

### **(B) Maintenance and Repair of Material**

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

Remove and replace communications related equipment that fails. Except for damages and malfunctions caused by the Contractor's work activities, the Contractor will not be held responsible for pre-existing conditions reported to the Engineer before starting work at the specific location. The Contractor will assume responsibility for all maintenance and emergency services necessary once work has begun at the specific location and for all damages and malfunctions caused either directly or indirectly by the Contractor's work activities.

In the event the Contractor fails to perform in accordance with the Plans and Project Special Provisions within the time frame specified, the Department reserves the right to perform maintenance and emergency service necessary to ensure continuous operation. Further, all

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expenses incurred by the Department in implementing this option will be deducted from payment due the Contractor, plus **\$ 1,500 liquidated damages per occasion, per 24-hour period, or any portion thereof, until corrected.**

### (C) Inspections

The Department may access the Contractor's equipment to perform preventative maintenance inspections, as necessary. The Contractor shall be present for these inspections.

### (D) Wire and Cable

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

Protect ends of wire and cable from water and moisture.

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

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

### (E) Electrical Services and Grounding

Provide a grounding electrode system for all new electrical services. In addition to NEC requirements, test grounding electrode resistance for a maximum of 20 ohms. Furnish and install additional ground rods to grounding electrode system as necessary to meet test requirements.

Modify existing electrical services, as necessary, to meet the grounding requirements of the NEC, these Project Special Provisions, and the Plans. Where a grounding electrode system is connected to the electrical service in accordance with the NEC, test the grounding electrode resistance for a maximum of 20 ohms. Grounding electrode resistance test must be verified or witnessed by the Engineer or the Engineer's designated representative. Furnish and install additional ground rods to grounding electrode system as necessary to meet the Project Special Provisions and test requirements. Refer to the "Electrical Service" section of these Project Special Provisions for additional requirements pertaining to grounding of electrical services.

Bond the cabinet ground to the grounding of the electrical service.

Follow test equipment's procedures for measuring grounding electrode resistance. When using clamp-type ground resistance meters, readings of less than one ohm typically indicate a ground loop. Rework bonding and grounding circuits as necessary to remove ground loop circuits and retest. If a ground loop cannot be identified and removed to allow the proper use of a clamp-type ground resistance meter, use the three-point test method.

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

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

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

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### (F) Electrical Bonding

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

## 1.4. CONSTRUCTION STAGING/MIGRATION

### (A) Introduction

This section addresses the general flow of construction in regards to communications throughout the life of the project.

Follow the outline of construction described below.

### (B) Trunk Cable Installation and Field Device Communications

Notify the Triad Regional ITS Engineer at (336) 315-7080 at least two weeks prior to the commencement of splicing, installing or replacing fiber-optic jumpers or other work on the existing trunk cables along I-85/40. Provide the Engineer updated splice details, updated field splicing location, and Contractor emergency contact information prior to beginning work. Do not cut the entire cable and re-splice all the fibers. The interruption of connectivity of these cables shall be limited to 24 hours or less, and shall occur only on a non-holiday weekend. Repair at own expense, any damage to NCDOT fiber within 24 hours of notification of the incidence of damage. **Liquidated damages** for failure to restore communications in an existing NCDOT ITS fiber-optic communications cable or cellular modem service within 24 hours are **\$ 1,500 per 24-hour period or any portion thereof.**

Notify the Triangle Regional ITS Engineer at (919) 825-2636 at least two weeks prior to the commencement of splicing, installing, or replacing fiber-optic jumpers or other work on the existing fiber-optic trunk cables along I-85/40 for work north of the Hillsborough Weigh Station and along I-40.

Repair at own expense, any damage to NCDOT fiber within 24 hours of notification of the incidence of damage. **Liquidated damages** for failure to repair a damaged NCDOT ITS fiber-optic communications cable and restore communications within 24 hours are **\$ 1,500 per 24-hour period or any portion thereof.**

At MM 159.2, do not disconnect or alter the existing Internet connection for the DMS. Install the Ethernet edge switch in the existing DMS cabinet and connect it to the existing Ethernet cable to the CCTV cabinet. The Ethernet cable between the DMS and CCTV cabinets are existing.

Begin construction of the trunk cables along I-85/40. Provide cable storage for subsequent and future splices where called for in the Plans.

Install fiber-optic jumpers at locations where shown in the Plans. Re-splice or replace jumpers where shown in the Plans. Replace fiber-optic connectors where shown in the Plans.

Install Ethernet edge switches at existing CCTV locations as shown in the Plans and integrate these devices into the fiber-optic communications network.

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### **(C) DMS Communications**

Construct oversize junction box, conduit, fiber-optic interconnect center, fiber-optic drop cable, and an Ethernet edge switch into an existing DMS cabinet at mile 159.2 to the fiber-optic communications network. The Engineer will provide and connect a serial fiber-optic transceiver to connect the DMS to the fiber-optic network.

### **(D) CCTV Communications**

At locations as shown on the Plans, construct oversize junction box, conduit, fiber-optic interconnect center, fiber-optic drop cable, and Ethernet edge switch into existing CCTV cabinets to the fiber-optic communications network. As described above, at MM 159.2 connect an existing CCTV through an existing DMS cabinet.

### **(E) Managed Ethernet Routing Switches**

Install managed Ethernet routing switches and fiber-optic jumpers in new hub cabinets at locations where shown in the Plans. Re-splice or replace jumpers were shown in the Plans. Replace fiber-optic connectors where shown in the Plans.

## **1.5. DOCUMENTATION**

### **General**

Provide all as-built documentation. All as-built plans and documentation shall be reviewed and accepted by the Engineer prior to final acceptance of the project. All documentation, except as otherwise specifically approved by the Engineer, must meet the following requirements:

1. Provide any documentation that exceeds the size of 11" x 17" paper in a reproducible format 22" x 34" in size.
2. Documentation for as-built plans smaller than 11" x 17" will not be accepted.
3. Documentation smaller than 8.5" x 11" will not be accepted.
4. Do not fold or crease reproducible.

As a minimum, provide the documentation described in the paragraphs below.

### **(A) Plan of Record Documentation**

Provide as-built drawings that depict any changes of components, measurement or layout of the Plans. Show all construction changes, with the final location and depth of conduits, wiring external to the cabinet, locations of splice closures, and SMFO cable terminations, etc., in detail in a reproducible format. The submitted as-built documentation may be field-checked by the Engineer at his discretion.

For underground conduit systems that house communications cable, furnish the Engineer with a plan of record drawing detailing the locations of the conduit system, including junction boxes and their corresponding GPS coordinates. For directionally-drilled underground conduit systems, identify the vertical location (i.e., depth) of the conduits along the run.

The Department will provide the Contractor one electronic copy of the Plans for his use in developing the as-built drawings. Modify the original electronic file such that all changes are marked with callout boxes or other method approved by the Engineer. Any other base maps that may be necessary for the Contractor to prepare the as-built drawings in accordance with these Project Special Provisions will be the Contractor's responsibility. Use CADD conventions that are consistent with those used on the original plans.

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Upon receipt of review comments from the Engineer, correct any errors and make all necessary revisions to the as-built plans prior to final acceptance of the project. Submit final as-built plans in electronic and hard copy format. Provide electronic plans in MicroStation (latest release in use by the Department) format on CD or DVD.

### **(B) Manuals**

Provide at least five hard copies along with one electronic copy (on CD or DVD) of the following manuals:

- Operator’s manuals containing detailed operating instructions for each different type or model of equipment. Ensure that manuals contain instructions for possible modification to equipment.
- Maintenance procedures manuals containing detailed preventative and corrective maintenance procedures and troubleshooting procedures for each different type of model of equipment.
- Installation, operations, and training manuals for all Contractor-provided software.

The manuals provided above shall be in addition to manuals provided with and stored inside each equipment cabinet.

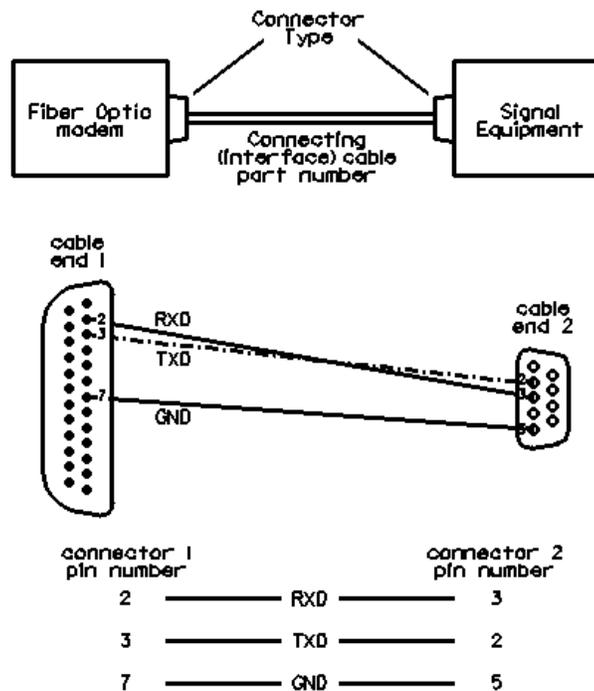
### **(C) Wiring Diagrams**

Provide detailed wiring diagrams that include wired interconnection of equipment with pin-out configurations, pin functions, and cable parts numbers. This includes configuration at each equipment cabinet. Provide two copies of system connection diagrams showing system interconnection cables and associated terminations. Use naming convention approved by the Engineer and conforming to Belcore standards. Provide one electronic copy of the wiring diagrams in MicroStation format.

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Example:



## (D) Splice Diagrams

Prepare as-built splice diagrams that depict the communications cable plant as constructed. Depict the splices made at each splice enclosure by identifying spliced fiber and buffer tube. Ensure the splice diagram is in a similar format to those provided with the project plans. Identify all expressed fibers, spare fibers, used fibers and capped fibers.

Original splice diagrams will be provided in electronic format in MicroStation format. Designate any changes to these diagrams by using a method approved by the Engineer. Furnish as-built splice diagrams in MicroStation format on CD or DVD and in hard copy.

### 1.6. MEASUREMENT AND PAYMENT

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

## **2. MOBILIZATION**

### **2.1. DESCRIPTION**

This work consists of preparatory work and operations to mobilize personnel, materials and equipment to the project site.

### **2.2. MEASUREMENT AND PAYMENT**

*Mobilization* will be paid as contract lump sum price.

Partial payments for *Mobilization* will be made with the first and second partial pay estimates paid on the contract and will be made at the rate of 50% lump sum price on each of these partial pay estimates, provided the amount bid for *Mobilization* does not exceed 5% of the total amount bid for the contract. Where the amount bid for *Mobilization* exceeds 5% of the total amount bid for the contract, 2.5% percent of the total amount bid will be paid on each of the first two partial pay estimates. That portion exceeding 5% will be paid on the last partial pay estimate.

Such price and payment includes, but is not limited to, the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work on the project. The removal and disbandment of those personnel, equipment, supplies, incidentals, or other facilities that were established for the prosecution of work on the project; and for all other work and operations that shall be performed for costs incurred before beginning work on the various items on the project site.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Mobilization	Lump Sum

### **3. MESSENGER CABLE**

#### **3.1. DESCRIPTION**

Furnish and install messenger cable (span wire) with cable clamps, machine bolts, eyebolts, 3-bolt clamps, j-hooks, eye nuts, split-bolt connectors, metal pole clamps, stainless steel bands, and all necessary hardware.

Furnish and install pole grounding systems consisting of #6 AWG solid bare copper wire, messenger bonding clamps, hot-dipped galvanized wire staples, ground rods, and exothermic welding.

#### **3.2. MATERIALS**

##### **(A) General**

Material, equipment, and hardware furnished under this section shall be pre-approved on the ITS & Signals QPL.

##### **(B) Messenger Cable**

Comply with ASTM A475 for extra high strength grade wire strand, Class A zinc coating. Fabricate messenger cable from seven steel wires twisted into a single concentric strand.

##### **(C) Pole Line Hardware**

Provide universal grade strandvises used for extra high strength steel messenger cable.

Provide other pole line hardware constructed of hot-dipped galvanized steel conforming to ASTM A153.

Provide machine bolts, eyebolts, and thimble eye bolts with minimum tensile strength of 12,400 lbs. Provide hot-dipped galvanized nuts, 3" x 3" curved square washers, and thimbleyelets.

Provide suspension clamp fabricated from hot-dipped galvanized steel with minimum length of 5 3/4". Ensure clamp has a groove rated for the messenger cable size it is intended to secure. Provide J-hook fabricated from 3/8" thick hot-dipped galvanized steel flat or oval stock with sufficient hook radius to cradle 11/16" diameter cable. Provide two 1/2" diameter hot-dipped galvanized bolts and nuts to tighten the clamp around the messenger cable. Provide one 5/8" diameter hot-dipped galvanized bolt of sufficient length to attach J-hook and clamp to the wood pole with a 3" x 3" curved square washer and double nuts.

Provide 3-bolt clamp fabricated from hot-dipped galvanized steel with minimum length of 5 3/4". Ensure clamp has two parallel grooves rated for the messenger cable size it is intended to secure. Provide three 5/8" diameter hot-dipped galvanized bolts and nuts to tighten the clamp around the messenger cable.

Provide parallel groove clamp consisting of high strength, high conductivity non-copper bearing aluminum alloy clamp halves with interlocking fingers to prevent mismatch. Ensure clamp halves have molded grooves to secure #8-1/0 AWG stranded copper wires. Provide clamps with grooves prefilled with antioxidant joint compound. Provide 3/8" hex head, square shank, galvanized steel bolt with galvanized steel lock washer and nut.

Provide 1/2" and 3/4" wide, .030" thick Type 316 stainless steel straps with Type 316 stainless steel buckles.

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Provide either 0.05" x 0.30" aluminum wrapping tape or 0.06" diameter Type 316 stainless steel lashing wire for lashing cables to messenger cable. Ensure aluminum wrapping tape is 1350 alloy, O-temper, with 12,800 psi tensile strength. Use 0.045" diameter Type 316 stainless steel lashing wire to lash fiber-optic communications cable to messenger cable.

Provide hot-dipped galvanized steel clamp with groove sized for 1/4" to 3/8" messenger cable for securing lashing wire(s) to messenger cables at ends of each spiraled run. Ensure clamp hardware is hot-dipped galvanized steel.

Provide galvanized metal pole clamps and stainless steel banding hardware for attaching pole line hardware (e.g., strandvises, three-bolt clamps, etc.) to metal signal poles.

Refer to the following Article 1091-2, "Wire and Cable" of the *Standard Specifications*.

### **(D) Grounding Electrodes**

Provide grounding electrodes (i.e., ground rods) as indicated in these Project Special Provisions and on the Plans. Provide 5/8" diameter, 10-foot long, copper-clad steel ground rods with 10 mil thick copper cladding.

## **3.3. CONSTRUCTION METHODS**

### **(A) General**

Install guy assemblies before installing messenger cable. Use 1/4-inch messenger cable for spans supporting only cables unless otherwise specified.

Install messenger cable in continuous lengths with no splices.

Tension the messenger cable to eliminate appreciable sag and to match sag of surrounding utilities. Otherwise, allow 3% to 4% sag of the span length between poles.

For mid-run spans using wood poles, attach messenger cable to the pole with a 3-bolt cable clamp with J-hook consisting of 5/8" diameter machine bolts, J-hooks, washers and square nuts to attach messenger cable to wood poles. Provide machine bolts that are 3" longer than the pole diameter. For mid-run spans using metal or other Department-approved poles, attach messenger cable to the pole with a 3-bolt clamp with J-hook secured to the metal pole via a pole band clamp. Refer to *Metal Pole Standard Drawing Sheet M6* found on the Department's website.

When terminating spans at wood poles, connect the messenger cable to a dead-end strandvise attached to the pole via a 5/8" diameter shoulder eye bolt or 5/8" diameter shoulder angle bolt with 5/8" eye nut as shown in Roadway Standard Drawing No. 1720.01. When terminating spans at metal poles, connect messenger cable to a dead-end strandvise attached to the pole via a pole attachment clamp. Refer to *Metal Pole Standard Drawing Sheet M6* as shown in the previous paragraph. Do not install more than one messenger cable and strandvise assembly to a single metal or other Department-approved pole attachment clamp. During installation, ensure that messenger cable is centered and directly aligned at the pole clamp's attachment point such that the cable does not exert forces on the sides of the clamp's attachment point.

Do not drill holes in metal poles to attach messenger cable. Do not attach messenger cable to metal poles that are owned by anyone other than the Department without prior approval of the Engineer and the pole owner. Where such attachments are approved, use attachment methods and hardware approved by the pole owner.

Maintain electrical continuity at all splices.

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On joint use poles, use existing utility company grounds where they are existing. Install a new pole grounding system as called for in the Plans.

### (B) Messenger Cable for Communications Cable

For messenger cable attached to joint use poles, bond messenger cable to existing pole ground at each end and at approximately 1300-foot intervals. Install bond using #6 AWG minimum solid bare copper grounding wire terminated with split bolt connectors or parallel groove clamp at each end. If existing poles do not have a grounding system, install new grounding system that complies with the Construction Methods for “Pole Grounding System” section of these Project Special Provisions for bonding messenger cable.

### (C) Pole Grounding System

Approximately every 1300 feet as shown on the Plans, bond and ground the messenger cable to the existing pole ground where available. If no pole ground is available then install a grounding system consisting of #6 AWG solid bare copper wire that is exothermically welded to a single ground rod installed at the pole base or to the electrical service grounding electrode system located within 10 feet of the pole. Install #6 AWG solid bare copper ground wire up the pole to a point adjacent to the uppermost span. Staple the ground wire to the pole using hot dipped galvanized 1.5” staples. Staple the ground wire to the pole 4 inches apart from the ground level to 8 feet above the ground, and then 24 inches apart from 8 feet above ground level to a point adjacent to the span.

## 3.4. MEASUREMENT AND PAYMENT

*Messenger cable* (\_\_\_\_\_) will be measured and paid for as actual horizontal linear feet of messenger cable furnished, installed, and accepted. Measurement will be point to point with no allowance for sag.

No measurement will be made for installing pole grounding systems, as these will be considered incidental to furnishing and installing messenger cable.

No measurement will be made of cable clamps, machine bolts, eyebolts, 3-bolt assemblies, eye nuts, j-hooks, split bolt connectors, metal pole clamps, stainless steel banding hardware, and bonding to an existing pole grounding system as these will be considered incidental to furnishing and installing messenger cable.

No separate measurement will be made of #6 AWG solid bare copper wire, messenger bonding clamps, hot-dipped galvanized wire staples, ground rods, or exothermic welding as these items will be considered incidental to furnishing and installing messenger cable. Bonding to an existing pole grounding system will be considered incidental to furnishing and installing messenger cable.

Payment will be made under:

### Pay Item

Messenger Cable (1/4”)

### Pay Unit

Linear Foot

#### **4. UNDERGROUND CONDUIT**

##### **4.1. DESCRIPTION**

Furnish and install conduit for underground installation with tracer wire, miscellaneous fittings, all necessary hardware, marker tape, backfill, graded stone, paving materials, and seeding and mulching.

##### **4.2. MATERIALS**

###### **(A) General**

Except for HDPE conduit, furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL.

Refer to the following Articles of the *Standard Specifications*:

- Backfill 1018-2
- Graded Stone 545-2 and 545-3

###### **(B) Conduit Bodies, Boxes and Fittings**

Use conduit bodies, boxes, and fittings that meet UL Standard 514A or 514B for electrical and communications installations.

###### **(C) Conduit Types**

###### **(1) Rigid Metallic Conduit**

Provide rigid hot dipped galvanized steel conduit that meets UL Standard 6 with rigid full weight sherardized or galvanized threaded fittings.

###### **(2) PVC Conduit**

Provide non-metallic conduit and duct including associated couplings, approved for below ground use with or without concrete encasement in accordance with UL Standard 651A. Provide Schedule 40 conduit unless otherwise specified.

###### **(3) Solid Wall HDPE Conduit**

Use HDPE conduit that conforms to UL Standard 651B. Provide conduit meeting the requirements of the table below with minimum wall thickness ratios corresponding to EPEC-40 (Schedule 40), EPEC-80 (Schedule 80) or EPEC-B (SDR 13.5) as listed in UL Standard 651B, Table 5.1, 5.2 and 5.3.

Provide HDPE conduit with an outer diameter to minimum wall thickness ratio that complies with ASTM D 3035, Standard Dimension Ratio (SDR) 13.5 for all applications.

<b>HDPE CONDUIT SIZE</b>	
<b>Conduit Trade Size</b>	<b>Furnish</b>
1"	EPEC-40
1-1/4"	EPEC-40

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<b>HDPE CONDUIT SIZE</b>	
<b>Conduit Trade Size</b>	<b>Furnish</b>
1-1/2"	EPEC-B (SDR 13.5)
2"	EPEC-B (SDR 13.5)
2-1/2"	EPEC-B (SDR 13.5)
3"	EPEC-B (SDR 13.5)
4"	EPEC-B (SDR 13.5)
5"	EPEC-80
6"	EPEC-80

Ensure the PE resin compounds used in manufacturing the conduit meet or exceed the cell classification PE 334420C (black with 2% minimum carbon black) or PE 334420E (colored conduit with UV inhibitors) in ASTM D3350 and the table below.

<b>RESIN PROPERTIES</b>		
<b>Property</b>	<b>Requirement</b>	<b>Test Method</b>
Density	0.940 - 0.947g/cm <sup>3</sup>	ASTM D1505 ASTM D792 ASTM D4883
Melt Index (condition 190/2.16 is acceptable)	< 0.4 grams/10 minutes	ASTM D1238
Flexural Modulus	80,000 psi, min.	ASTM D790
Tensile Strength	Tensile Strength 3,000 psi, min.	ASTM D638
Elongation	Elongation 400%, min.	ASTM D638
Slow Crack Growth Resistance	An ESCR as per condition B, 10% IGEPAL requirement of F50>24 hrs is allowable	ASTM D1693
Hydrostatic Design Basis	“0” for Non-Pressure Rated Pipe	ASTM D2837
UV Resistance (Outdoor Conduit Only)	Stabilize with at least 2% by weight carbon black or colored with UV Inhibitor	ASTM D4218

Furnish conduits in the colors for the applications shown in the table below. For conduits manufactured with stripes, ensure the stripes are uniformly located around the conduit with 120 degrees of separation. Do not use “Solid Yellow” or “Black with Yellow Stripes” conduit.

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<b>CONDUIT COLORS</b>		
<b>Conduit Contents</b>	<b>Preferred Solid Color</b>	<b>Alternate</b>
Communications Cable (Copper, Fiber Optic, Coaxial)	Orange	Black with Orange Stripes
Electrical Power Cable	Red	Black with Red Stripes

Ensure the HDPE conduit is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium nitrate and transformer oil and is protected against degradation due to oxidation and general corrosion.

Furnish factory lubricated, low friction, conduit with a coefficient of friction of 0.10 or less in accordance with Telcordia GR-356. Ensure the supplied conduit is identified and certified as meeting, UL Standard 651B. Ensure the conduit is marked at least with the following information on 10 ft or less intervals:

- 1) Material: HDPE
- 2) Trade Size: i.e., 2"
- 3) Conduit Type: SDR 13.5 or EPEC-B
- 4) Manufacturer's name or trademark
- 5) Manufacturer's identity code to identify manufacturing date, facility, etc.
- 6) UL symbol or UL listing number

Furnish coilable conduit that is supplied on reels in continuous lengths for transportation and storage outside. Ensure that the process of installing the coilable conduit on the reel does not alter the properties or performance of the conduit for its intended purpose.

### **(D) Conduit Plugs, Pull Line, and Tracer Wire**

Furnish conduit plugs that provide a watertight barrier when installed in conduit. Furnish conduit plugs sized in accordance with conduit. Ensure conduit plug provides a means to secure a pull line to the end of the plug. Provide removable and reusable duct plugs. Conduit plugs are not required to be listed electrical devices.

For all spare conduits, furnish 3/4", pre-lubricated, woven polyester tape, pull line with minimum rated tensile strength of 2,500 lb. Pull lines are not required to be listed electrical devices.

Provide green insulated number 14 AWG, THWN, stranded copper wire to serve as tracer wire.

Furnish non-detectable underground marker tape with the wording "WARNING – Fiber-Optic Cable" in all trenches containing one or more conduits that will house fiber-optic communications cable.

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### **(E) Pipe Caps**

Furnish duct plugs or pipe caps to seal the vertical ends of HDPE conduits stubbed up from an underground run at the base of weight station camera pole at locations called for in the Plans.

### **(F) Duct and Conduit Sealer**

Use duct and conduit sealer or mastic which is a putty-like compound and:

- Is permanently non-hardening, non-oxidizing, and non-corrosive to metals, rubber, plastic, lacquer and paints;
- Is readily workable for thumbing into openings and forming into seals around wires inside conduits and openings around conduits;
- Has a service temperature range of minus 30°F to 200°F;
- Is clean, non-poisonous and non-injurious to human skin;
- Seals against water, dust and air and shall adhere to wood, glass, plastics, metal, rubber and painted surfaces; and
- Is non-conductive.

## **4.3. CONSTRUCTION METHODS**

### **(A) General**

Except where the Plans call for a specific installation method or where the Engineer directs otherwise, underground conduit may be installed by either trenching, directional drilling or plowing at the option of the Contractor but will be measured and paid for as “underground conduit,” regardless of installation method (see “Measurement and Payment” subsection).

Ensure conduit is free of moisture and debris before pulling cables.

Where cable is not immediately installed or conduit is for future use (spare), seal the ends of the conduit with a conduit plug immediately following installation of the conduit. Secure a pull line to the conduit plug in such a manner that it will not interfere with installation of the conduit plug and provides a watertight seal.

Extend ends of conduit 2” to 4” above concrete surfaces and 4” above crushed stone bases. For metallic conduit, install metallic bushings and bond conduits.

Install a minimum of two conduits (i.e., at least one for fiber-optic cable plus one dedicated spare) for all underground routes unless the Plans show otherwise. Exceptions on plans may include short runs to DMS signs and short PVC runs to cabinets from main trunk line.

Install junction boxes in underground conduit runs as shown on the Plans. Do not exceed 1,500 feet between junction boxes in any underground conduit route that conveys communications cable without the prior approval the Engineer.

#### **(1) Conduit Entering Junction Boxes**

Terminate conduits installed for communications cables (fiber optics, Ethernet and coaxial) in oversized or special-sized, junction boxes as shown on the Plans.

For all conduits entering junction boxes, seal spare conduits with approved conduit plugs. Seal conduits containing fiber-optic communications cable and Ethernet cable with duct and conduit sealer.

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### **(2) Tracer Wire**

Install tracer wire in all conduits containing fiber-optic cable, unless otherwise indicated on the Plans or the Engineer directs otherwise. Pull tracer wire simultaneously in continuous length with the fiber-optic cable. Splice tracer wire only in cabinets and junction boxes using waterproof butt splice connectors. Coil and store 10 feet of spare tracer wire in all junction boxes. Label all tracer wires entering a cabinet. For a given tracer wire run between two cabinets, bond the tracer wire to the equipment ground inside the cabinet at one end of run only; do not bond both ends. Establish a consistent convention for which end the tracer wire will be bonded. For example, bond the end of the tracer wire closest/to (in the direction of) the TRTMC.

### **(3) Ground Surface Restoration**

Upon completion of conduit installation and backfilling of all trenches and other excavations, restore the disturbed ground to its original condition as determined and approved by the Engineer. For paved areas, replace removed or damaged pavement with in kind materials, matching the elevation, color, texture/finish, and general appearance of the surrounding pavement. For unpaved areas, backfill excavations with removed material, tamp the backfilled material and rake smooth the top 1½ inches. Finish unpaved areas flush with surrounding natural ground and to match the original contour of the ground. Seed with same type of grass as surrounding area and mulch the newly seeded area. If unpaved area was not grassed, replace the original ground cover in kind as directed by the Engineer.

Complete repairs to and restoration of all ground (paved and unpaved) disturbed by construction within seven (7) calendar days following initial removal. If the Contractor fails to repair and restore the ground in accordance with these Project Special Provisions within the time frame specified, the Department reserves the right to make the necessary repairs, and all expenses incurred by the Department in making the repairs and restoring the ground will be deducted from payment due the Contractor, plus **\$ 500 liquidated damages per occasion, per day, or any portion** thereof, until corrected.

### **(4) Plan of Record Drawings**

Upon completion of the conduit system for communications, furnish the Engineer with a plan of record drawing detailing both the horizontal and vertical (i.e. depth) locations of the conduit system.

## **(B) Trenching**

### **(1) General**

Install PVC, HDPE, or rigid metallic conduit for all underground runs as specified in the Plans. Clean existing underground conduit to be incorporated into a new system by drawing a mandrel through the conduit followed by a swab. Clear obstructions or blockages in an existing underground conduit designated for reuse by using compressed air, water jetting, rod and mandrel or other method as approved by the Engineer. Once obstruction/blockage has been cleared, perform aforementioned cleaning procedure to clean out any remaining materials that may cause cable abrasions. Bond all metallic conduit.

If more than one conduit is required between the same points, install conduit in one common trench.

Install non-detectable marker tape longitudinally in the trench 6 to 12 inches below the unpaved ground surface or below the underside of the paved surface.

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Install longitudinal runs of conduit as shown in the plans. If ditches are present, install conduit a minimum of 4 feet from the bottom of the ditch line.

Maintain a minimum trench depth of 30” (or 12” in areas blocked by rock or impenetrable obstructions) below finished grade or 6” below roadway sub-base, whichever is deeper unless otherwise shown in plans. Upon completion, restore surface to like-original condition within seven calendar days of occurrence of damage. Remove all rock and debris from backfill material. Remove excess material from site and compact area according to Article 300-7 of the *Standard Specifications*. Backfill with excavated material and compact to 95% of original density.

Backfill trench at locations along the trench path where non-movable objects, such as rocks and boulders, cannot be avoided. The purpose of the backfill is to provide a gradual change in elevation of the trench, so that excessive bending and stress will not be transferred to conduits once underground conduit system is installed.

After installation of conduits and upon completion of tamping and backfilling, perform a mandrel test on each conduit to ensure no conduit has been damaged. Furnish a non-metallic mandrel having a diameter of approximately 50% of the inside diameter of the conduit in which it is to be pulled through. If damage has occurred, replace the entire length of conduit. Ensure pull line is re-installed.

Comply with the *NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights-of-Way* in effect on the date of advertisement.

### (2) Unpaved Trenching

Install conduit in unpaved areas. Rake smooth the top 1-1/2 inches and seed with same type of grass as surrounding area. Finish unpaved areas flush with the surrounding natural ground. Restore damaged grassed areas. Seed and mulch, using methods and material approved by the Engineer, within seven calendar days following initial damage to grassed areas, unless the Engineer approves otherwise due to weather and soil conditions. If the Contractor fails to repair the grassed areas in accordance with these Project Special Provisions within the time frame specified, the Department reserves the right to make the necessary repairs. All expenses incurred by the Department in making the repairs and restoring the grassed area will be deducted from payment due the Contractor, plus **\$ 500 liquidated damages per occasion, per day, or any portion thereof**, until corrected.

Adapt operations to variations in weather and soil conditions as necessary for the successful establishment and growth of the grasses. When the Engineer determines that weather and soil conditions are unfavorable, including but not limited to extremely wet or frozen soil, do not distribute any limestone or fertilizer and do not sow any seed. During seasons of the year when temperatures are not conducive to germination and growth of the type of grass seed to be planted, seed and mulch the disturbed areas with temporary seeding that will germinate and grow under the prevailing temperatures until such time that permanent seeding can be established, as approved and directed by the Engineer.

As directed by the Engineer, apply additional seed or completely reseed areas which have been previously seeded and mulched but which have been damaged, have failed to successfully establish a stand of vegetation or have an unsatisfactory cover of vegetation. Perform supplemental and repair seeding promptly at all locations and times as directed by the Engineer.

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### (C) Plowing (HDPE Conduit Only)

Direct plow HDPE ducts simultaneously using chute plow method. Direct plow ducts at a minimum depth so the top of the highest duct is 30 inches deep unless otherwise approved.

Provide sufficient personnel to feed chute, operate prime mover and equipment carrying reels (if separate equipment is used), observe chute feeding, observe plowing, and observe reel payout. Use chute with adequate dimensions to allow for passage of duct without damage. During plow operation, continuously check chute opening and path to be sure there are no obstructions and monitor payout reels to be sure reels are turning at a steady rate.

### (D) Directional Drilling

#### (1) Pre-Approvals and Minimum Depth Requirements

Obtain approval before beginning drilling operations.

At all points where HDPE conduit will traverse under roadways, driveways, sidewalks, or Controlled Access Areas including entrance/exit ramps, maintain a minimum depth of 4 feet or 8 times the back reamer's diameter, whichever is deeper. For an installation that runs parallel to a controlled access area or entrance/exit ramps, maintain a minimum depth of 30 inches below finished grade. Maintain a minimum clearance of 30 inches below finished grade when crossing ditch lines. For the following structures, the minimum clearance requirements are:

<b>MINIMUM CLEARANCE REQUIREMENTS FOR STRUCTURES</b>	
<b>Man-made Structure</b>	<b>Minimum Clearance Requirement</b>
Bridge foundation	5' horizontal & 4' vertical (clearances greater than minimum horizontal should continue to use the 4V:5H ratio, i.e., 10' horizontal should be no deeper than 8')
Drainage pipes 60" or less	1' above or below [while maintaining a minimum depth of 30" below grade]
Drainage pipes greater than 60"	1' above or 4' below [while maintaining a minimum depth of 30" below grade]
Box Culverts	1' above or 4' below [while maintaining a minimum depth of 30" below grade]
Slope protection	2' below
Slope protection foundation footing	5' below

Guarantee the drill rig operator and digital walkover locating system operator are factory-trained to operate the make and model of equipment provided and have a minimum of one-year experience operating the make and model of drill rig. Submit documentation of the operators' training and experience for review at least two weeks before start of directional drilling operations.

Provide a means of collecting and containing drilling fluid/slurry that returns to the surface such as a slurry pit. Provide measures to prevent drilling fluids from entering drainage ditches and storm sewer systems. Prevent drilling fluid/slurry from accumulating on or flowing onto pedestrian walkways, driveways, and streets. Disposal on public or railroad right-of-way or

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railroad drainage ditches/facilities is prohibited. Immediately remove all drilling fluids/slurry that are accidentally spilled.

### **(2) Directional Drill Operations**

Provide grounding for the drill rig in accordance with the manufacturer's recommendations. Place excavated material near the top of the working pit and dispose of properly. Backfill pits and trenches constructed to facilitate drilling operations immediately after drilling is completed.

No geotechnical investigations have been performed at the sites of proposed directional drill operations for this project. Prior to performing the directional drilling operation, field investigate the site of the proposed directional drill conduit, including but not limited to walking the bore path and talking to adjacent property owners, to ascertain the soil conditions that may be encountered and to review the site's topography. Ensure that the equipment, tooling, personnel expertise, and techniques used at each site are sufficient to complete the directional drill operation successfully, regardless of soil conditions encountered. At all times, have alternate drill heads available in case the soil conditions do not match expected conditions.

Use drill head suitable for type of material being drilled and sized no more than 2 inches larger than the outer diameter of the conduit. Direct drill to obtain proper depth and desired destination. Pressure grout with an approved bentonite/polymer slurry mixture to fill all voids. Do not jet alone or wet bore with water.

During drilling operation, locate drill head every 10 feet along drill path and before traversing underground utilities or structures. Use digital walkover locating system to track drill head during directional drilling operation. Ensure locating system is capable of determining pitch, roll, heading, depth, and horizontal position of the drill head at any point.

Once drill head has reached final location, remove head, and install back reamer of appropriate size (no more than 2 inches larger than outer diameter of conduits to facilitate simultaneously back reaming of drill hole and installation of conduit. Use back reamer that is sized larger than actual conduits to ensure conduits are not adversely subjected to deviations caused by the original drill operation and are as straight as practical in their final position.

The intent of these Project Special Provisions is to limit the diameter of the actual drill shaft/hole so that it is no more than 2 inches larger than the conduit outer diameter. This enlarged diameter may be accomplished either during the original bore or during the back reaming/conduit installation process.

Once installation of conduit has started, continue installation without interruption to prevent conduit from becoming firmly set. Apply bentonite/polymer slurry mixture during conduit installation.

Upon completion of conduit installation, perform a mandrel test on conduit system to ensure conduit has not been damaged. Furnish non-metallic mandrel with a diameter of approximately 50% of the inside diameter of the conduit in which it is to be pulled through. If damage has occurred, replace the entire length of conduit and ensure that pull line is re-installed.

### **(3) Drilling Fluids**

Use lubrication for subsequent removal of material and immediate installation of the conduit. The use of water and other fluids in connection with directional drilling operations will be permitted only to the extent necessary to lubricate cuttings. Do not jet alone or wet bore with

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water. Use drilling fluid/slurry consisting of at least 10% high-grade bentonite/polymer slurry to consolidate excavated material and seal drill hole walls.

Transport waste drilling fluid/slurry from site and dispose of in a method that complies with local, state, and federal laws and regulations. Disposal on public or railroad right-of-ways or within public or railroad drainage ditches/facilities is prohibited.

### **(E) Maximum Length of Directional Drill**

The length of a directional drill shall not exceed 1,500 feet measured horizontally along the route of the directionally drilled conduit(s), unless otherwise approved by the Engineer. For routes longer than 1500 feet, begin a successive directional drill where the first directional drill reaches 1500 feet and install an oversized junction box where the two directional drilled conduit runs meet. The spacing of junction boxes in a directionally drilled route shall not exceed 1,500 feet.

## **4.4. MEASUREMENT AND PAYMENT**

*Tracer wire* will be measured along the horizontal linear feet of tracer wire furnished, installed, and accepted. Measurement will be along the approximate centerline of the conduit system. Payment will be made in linear feet. No payment will be made for excess tracer wire in junction boxes and/or cabinets.

*Underground conduit (qty) (size)* will be measured in horizontal linear feet of underground conduit installation of each type furnished, installed, and accepted, without regard to the installation method. Measurement will be along the approximate centerline of the conduit system. Payment will be in linear feet.

*Directional drill (qty) (size)* will be measured horizontal linear feet of directional drill for underground conduit installation furnished, installed, and accepted. Measurement will be along the approximate centerline of the conduit system. Payment will be made in linear feet. When directional drilling is used where the Plans call for “Underground Conduit”, directional drilling will be measured and paid for as Underground Conduit. There will be no additional compensation for field-investigating site conditions nor for providing any specialized equipment, tooling, personnel, or techniques necessary to complete the installation of the underground conduit through directional drilling for the soil conditions encountered, including, but not limited to rock.

No measurement will be made of vertical segments, non-metallic conduit, metallic conduit, conduit sealing material, pull lines, duct plugs, marker tape, and miscellaneous fittings, as these will be considered incidental to conduit installation.

No measurement will be made of restoration of paved roadways/driveways and unpaved ground surfaces with like materials, including but not limited to backfill, graded stone, paved materials, seeding and mulching, as this work will be considered incidental to conduit installation. No measurement will be made of removing, stockpiling and resetting existing granite curb as such work will be considered incidental to conduit installation. The Department will make no payment for a given underground conduit run until all repairs to paved and unpaved surfaces damaged/disturbed during the installation of the underground conduit have been completed and accepted.

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No measurement will be made of horizontal segments between the base of a riser and an adjacent junction box or base-mounted cabinet foundation that are 10 feet or less in length measured from the center of the riser to the center of the junction box or from the center of the riser to the center of the vertical sweep through the cabinet foundation as these will be considered incidental to riser installation.

No measurement will be made of conduit segments between adjacent junction boxes that are 10 feet or less in length measured from center of junction box to center of junction box as these will be considered incidental to furnishing and installing the junction boxes.

Conduit will be paid for per linear foot based on quantity and size of conduits. As examples, an installation of a single 2” HDPE conduit would be paid as:

Directional Drill (1) (2”) Linear Foot

No measurement or payment will be made for furnishing and installing and subsequently removing graded stone material for temporary maintenance of traffic where a portion of existing pavement has been removed as such work will be considered incidental to furnishing and installing underground conduit.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Tracer Wire	Linear Foot
Underground Conduit (1)(2”)	Linear Foot
Underground Conduit (2)(2”)	Linear Foot
Directional Drill (2)(2”)	Linear Foot

## **5. JUNCTION BOXES**

### **5.1. DESCRIPTION**

Furnish and install junction boxes (pull boxes) with covers, washed stone, grounding systems, and all necessary hardware.

### **5.2. MATERIALS**

#### **(A) General**

Provide electrical junction boxes with covers of the type and size indicated by the contract or the Plans for the termination of conduits, for splicing loop wires to loop lead-in cables and for splicing and storing fiber-optic communications cable.

Except for special-sized junction boxes, material, equipment, and hardware furnished under this section shall be pre-approved on the ITS and Signals QPL.

Provide #67 washed stone aggregates in conformance with Sections 545 and 1005 of the *Standard Specifications*.

#### **(B) Polymer Concrete (PC) Junction Boxes**

Provide polymer concrete (PC) boxes which are stackable, have bolted covers and have open bottoms. Ensure vertical extensions of 6" to 12" are available from the junction box manufacturer.

Use polymer concrete material made of an aggregate consisting of sand and gravel bound together with a polymer and reinforced with glass strands to fabricate box and cover components which are exposed to sunlight. Other thermosetting glass-reinforced materials may be used for components that are not normally exposed to sunlight.

Provide certification that the polymer concrete boxes and covers meet Tier 15 requirements of ANSI/SCTE 77. Provide certification that testing methods are compliant with ANSI/SCTE 77.

Provide junction box covers with the required logos on the cover as follows:

- For oversize or special-size junction boxes, provide covers with the NCDOT Fiber Optic logo.

Provide at least two size 3/8" diameter hex head stainless steel cover bolts to match inserts in the box. Provide pull slot(s) with stainless steel pin(s). Polymer concrete junction boxes are not required to be listed electrical devices.

#### **(C) Junction Box Sizes**

Provide junction boxes and covers of the following sizes as called for in the Plans:

<b>Junction Box Size</b>	<b>Minimum Inside Dimensions</b>
Oversized	30"(l) x 15"(w) x 24"(d)
Special-Sized	36"(l) x 24"(w) x 24"(d)

### **5.3. CONSTRUCTION METHODS**

#### **(A) General**

Install junction boxes flush with finished grade. Backfill beneath and around the junction box using #67 washed stone as shown in NCDOT Roadway Standard Drawing No. 1716.01. Do not install sealant compound between junction boxes and covers.

Upon completion of junction box installation and backfilling of all excavations, restore the disturbed ground to its original condition as determined and approved by the Engineer. For paved areas, replace removed or damaged pavement with in kind materials, matching the elevation, color, texture/finish, and general appearance of the surrounding pavement. For unpaved areas, backfill excavations with removed material, tamp the backfilled material and rake smooth the top 1½ inches. Finish unpaved areas flush with surrounding natural ground and to match the original contour of the ground. Seed with same type of grass as surrounding area and mulch the newly seeded area. If unpaved area was not grassed, replace the original ground cover in kind as directed by the Engineer.

Complete restoration of all ground disturbed during junction box installation within seven calendar days following initial removal and excavation. If the Contractor fails to repair and restore the disturbed ground in accordance with these Project Special Provisions within the time frame specified, the Department reserves the right to make the necessary repairs. All expenses incurred by the Department in making the repairs and restoring the ground will be deducted from payment due the Contractor, plus **\$ 500 liquidated damage per occasion, per day, or any portion** thereof, until corrected.

Install oversized junction boxes as shown in the Plans in underground fiber-optic communications cable runs where the conduit run transitions from directionally drilled conduit to trenched conduit and where transitioning from below ground to a riser assembly. Install oversized junction boxes in underground fiber-optic communications cable runs at maximum intervals of 1,500 feet, or where shown in the Plans, whichever is less.

Install special-sized junction boxes at all underground splice enclosure locations in underground fiber-optic communications cable runs as shown in the Plans.

#### **(B) GPS Coordinates**

Provide real world coordinates for all junction boxes and equipment cabinets installed or utilized under this project. Provide the coordinates in feet units using the North Carolina State Plane coordinate system (1983 North American Datum also known as NAD '83). Furnish coordinates that do not deviate more than 1.7 feet in the horizontal plane and 3.3 feet in the vertical plane. Global positioning system (GPS) equipment able to obtain the coordinate data within these tolerances may be used. Submit cut sheets on the GPS unit proposed to collect the data for approval by the Engineer.

Provide both a digital copy and hard copy of all information regarding the location (including to but not limited to manufacturer, model number) in the Microsoft Excel spreadsheet using the format shown in example below.

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City Sys ID#	Name	Location	Latitude	Longitude	Manufacturer	Model #
	Equipment Cabinet	US 70 at Raynor Road/ Auburn-Knightdale	-78.5500	35.6873	McCain	Type-332
	Junction Box # 1 (Phase 2 Side)	US 70 at Raynor Road/ Auburn-Knightdale	-78.5516	35.6879	Quazite	PG1118BA12(Box) PG118HA00(Cover)
	Junction Box # 2 (Phase 2 Side)	US 70 at Raynor Road/ Auburn-Knightdale	-78.5506	35.6876	Quazite	PG1118BA12(Box) PG118HA00(Cover)
	Junction Box # 3 (Near Cabinet)	US 70 at Raynor Road/ Auburn-Knightdale	-78.5501	35.6873	Quazite	PG1118BA12(Box) PG118HA00(Cover)
	Junction Box # 4 (Phase 6 Side)	US 70 at Raynor Road/ Auburn-Knightdale	-78.5486	35.6873	Quazite	PG1118BA12(Box) PG118HA00(Cover)
	Junction Box # 5 (Phase 6 Side)	US 70 at Raynor Road/ Auburn-Knightdale	-78.5493	35.6876	Quazite	PG1118BA12(Box) PG118HA00(Cover)
	Junction Box # 6 (Phase 4 Side)	US 70 at Raynor Road/ Auburn-Knightdale	-78.5503	35.6879	Quazite	PG1118BA12(Box) PG118HA00(Cover)

**5.4. MEASUREMENT AND PAYMENT**

*Junction box* ( \_\_\_\_\_ ) will be measured and paid in actual number of junction boxes of each size and type furnished, installed, and accepted.

No measurement will be made of covers, curb markers on covers, washed stone, removal of existing junction boxes and grounding systems as these will be considered incidental to furnishing and installing junction boxes.

No measurement will be made of restoration of paved roadways/driveways and unpaved ground surfaces with like materials, including but not limited to backfill, graded stone, paved materials, seeding and mulching, as this work will be considered incidental to junction box installation. The Department will make no payment for a given junction box until all repairs to paved and unpaved surfaces damaged/disturbed during the installation of the junction box have been completed and accepted.

No measurement will be made of collecting and recording GPS coordinates for junction boxes and compiling this data in the prescribed Microsoft Excel spreadsheet as such work will be considered incidental to furnishing and installing junction boxes.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Junction Box (Oversized)	Each
Junction Box (Special-Sized)	Each

## **6. GUY ASSEMBLIES**

### **6.1. DESCRIPTION**

Furnish and install guy assemblies with all necessary hardware.

### **6.2. MATERIALS**

Material, equipment, and hardware furnished under this section shall be pre-approved on the ITS and Signals QPL.

Furnish guy assemblies with anchor assemblies, guy cable, and guy cable guard.

Provide anchor assemblies with all miscellaneous hardware consisting of either expanding anchor with rod and triple-eye attachment, screw anchor with extension rod and triple-eye attachment, or expanding rock anchor with triple-eye attachment. Ensure anchor assembly size is adequate for site conditions. Provide rods constructed of hot-dipped galvanized steel sized according to the soil bearing conditions in the area. Provide triple-eye guy attachments constructed of hot-dipped galvanized steel. Anchor assemblies with double-strand eyes may be used in lieu of those with the triple-eye feature when only one guy cable is to be attached. Ensure anchor assemblies are 7 feet minimum in length.

For type of anchor assembly furnished, ensure the following:

1) Expanding Anchor

Provide steel construction with protective paint or heat shrink of 6-mil plastic to protect metal during shipping and storage.

2) Screw Anchor

Provide hot-dipped galvanized steel construction.

3) Expanding Rock Anchors

Provide malleable iron and rust-resisting paint construction.

Provide 3-bolt clamp to match messenger cable size.

Provide full round guy cable guards that are 8 feet in length and constructed of ultraviolet (UV) stabilized, high impact, bright yellow, high-density polyethylene (HDPE).

Provide guy cables consisting of messenger cable of the same size as the largest sized messenger cable to be guyed. Comply with the “Messenger Cable” section of these Project Special Provisions.

Refer to the “Pole Line Hardware” subsection of the “Messenger Cable” section of these Project Special Provisions.

### **6.3. CONSTRUCTION METHODS**

#### **(A) General**

Comply with *Roadway Standard Drawing* (RSD) No. 1721.01 when constructing guy assemblies.

#### **(B) Guy Assemblies for Communications Cable**

When installing messenger cable for supporting only communications cable, use approved one-bolt attachment method for attaching messenger cable and guy assembly.

Do not use guy anchors as grounding electrodes.

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Do not attach to existing guy assemblies unless specifically approved by owner.

When a proposed guy assembly replaces an existing guy assembly, remove the existing guy assembly, including guy anchor if not reused for the new guy assembly.

**6.4. MEASUREMENT AND PAYMENT**

*Guy assembly* will be measured and paid as the actual number of direct down guy (i.e., *Guy assembly* will be measured and paid as the actual number of direct down guy (i.e., standard guy) assemblies furnished, installed, and accepted.

No measurement will be made of guy cable, guy guards, anchors, clamps, strandvises, 2” galvanized pipe, pole plates, other fittings, or the removal of existing guy assemblies as these will be considered incidental to furnishing and installing guy assemblies.

No measurement will be made for installing pole grounding systems, as these will be considered incidental to furnishing and installing messenger cable.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Guy Assembly	Each

## **7. RISER ASSEMBLIES**

### **7.1. DESCRIPTION**

Furnish and install riser assemblies with clamp-on, aluminum weatherheads or heat shrink tubing, galvanized pole attachment fittings, grounding and all necessary hardware.

### **7.2. MATERIALS**

Furnish material, equipment, and hardware furnished under this section that is pre-approved on the ITS and Signals QPL.

Provide conduit for risers that are rigid hot dipped galvanized steel conduit that meets UL Standard 6 with rigid full weight sherardized or galvanized threaded fittings.

Refer to the following sections of the *Standard Specifications*:

- 1091-6, “Grounding Electrodes”
- 1091-2, “Wire and Cable”

In addition, refer to the “Pole Line Hardware” subsection of the “Messenger Cable” section of these Project Special Provisions.

Provide Schedule 40 PVC female adapter to connect an underground run of PVC conduit to the threaded end of a rigid metallic elbow/sweep at the base of a rigid metallic riser. Provide PVC adapters that have the same nominal diameter as the riser to join underground conduit of the same diameter to the riser. The interior surface of one end of the PVC female adapter shall be compatibly threaded to connect it to the threaded end of the rigid metallic riser without the aid of additional fittings, hardware, or adhesives. The opposite end of the adapter shall be non-threaded to permit a slip fit, glued connection to the underground PVC conduit.

Furnish heat shrink tubing for the installation of fiber-optic or coaxial cable in a new riser. Ensure the heat shrink tubing is made of modified polyolefin and includes a hot-melt adhesive. Provide tubing that has a length of at least 5" before heating. Ensure the heat shrink tubing will provide a watertight fit around individual cables and outer wall of the riser after heat is applied in accordance with the manufacturer’s instructions.

### **7.3. CONSTRUCTION METHODS**

Install risers with heat shrink tubing on poles using pole attachment fittings. Maintain a 10” minimum and 18” maximum offset from signal messenger to the top riser for all risers. On utility-owned poles, maintain a 40” offset from the electrical utility’s power conductors to top of riser and riser attachment fittings.

Use approved heat shrink tubing retrofit kits when installing new fiber-optic into existing risers that contain existing fiber-optic.

Install heat shrink tubing retrofit kits in existing risers as specified.

For locations shown on the Plans, use 2-inch short risers to extend underground conduit vertically into pole-mounted CCTV cabinets to house fiber-optic communications drop cables. For all other locations, use 2-inch risers with heat shrink tubing. Install risers with heat shrink

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tubing so that cable can be installed without violating its minimum bending radius. Install cable so it does not share a riser with any other cable type.

For two locations shown on the Plans, use 2-inch short risers to extend underground conduit vertically two feet above grade up the pole below existing CCTV cabinets used for the Hillsborough Weigh Station for future fiber-optic communications drop cables. Secure conduit to pole and cap the conduit to prevent water and dust intrusion.

Install heat shrink tubing in accordance with manufacturer's recommendations. Provide tubing a minimum of 5 inches in length with a minimum of 2.5 inches extended over cables and 2.5 inches extended over risers after heat has been applied. Use nylon filler rods with UV protection or equivalent and sealing spacer clips to separate cables where multiple cables enter a riser. Ensure sealing spacer clips have a heat activated sealing compound with the sealing compound fully encapsulating the space between cables. Ensure heat shrink tubing provides a watertight fit around individual cables and outer walls of risers. Do not use cut sections of cable or any other devices in lieu of filler rods. Use aluminum tape around cables to prevent damage from sealing chemicals. Use a heat source that will provide even heat distribution around tubing. Ensure no damage occurs to any cables. Do not use a heat source with an open flame.

Transition from rigid galvanized steel risers to underground PVC conduits using an approved rigid galvanized steel sweeping elbow with PVC female adapter. Use PVC female adapters that have the same nominal diameter as the riser to join underground conduit of the same diameter to the riser. Apply pipe thread tape to the threads of rigid galvanized steel sweeping elbow before screwing the PVC adapter onto the threaded end of the elbow. Connect the threaded female end of the PVC adapter to the threaded male end of the rigid galvanized steel sweeping elbow without the use of additional fittings, hardware, or adhesives. Connect the opposite, non-threaded end of the adapter to the underground PVC conduit using a slip fit, glued connection.

Bond all new risers, a minimum of 10 feet above grade, to the pole ground using a #6 AWG minimum solid bare copper wire and an approved pipe clamp, a split-bolt connector or parallel groove clamp. On pole-mounted cabinets where the risers are connected to the cabinet, bond risers in the cabinet using ground bushings with a #6 AWG minimum solid bare copper wire to cabinet ground bus.

### **7.4. MEASUREMENT AND PAYMENT**

\_\_\_" Riser with \_\_\_\_\_ will be measured and paid as the actual number of risers of each type and size furnished, installed, and accepted.

No measurement will be made of weatherheads, heat shrink tubing, conduit outlet bodies such as condulets, elbows, conduit fittings, PVC female adapters, and pole attachment fittings as these will be considered incidental to furnishing and installing risers.

No measurement will be made for installing pole grounding systems, as these will be considered incidental to messenger cable.

No measurement will be made for horizontal sections of underground conduit that connect the riser to stub-outs in an adjacent cabinet foundation or to an adjacent junction box and that measure 10 feet or less in horizontal length from the center of the riser to the center of junction box or from the center of the riser to the center of the vertical sweep through the controller cabinet foundation. Such conduit will be considered incidental to furnishing and installing the riser assembly.

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No measurement will be made for vertical conduit segments (i.e., short risers) extending from an entrance in the bottom of a pole-mounted cabinet to ground level below the cabinet to tie directly onto an underground conduit as such conduits will be considered incidental to furnishing and installing the underground conduit.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
2" Riser with Heat Shrink Tubing	Each

## **8. ELECTRICAL SERVICE**

### **8.1. DESCRIPTION**

At locations called out in the Plans, modify the existing electrical services.

Comply with the *National Electrical Code* (NEC), the *National Electrical Safety Code* (NEC), the *Standard Specifications*, these Project Special Provisions, and all local ordinances.

### **8.2. MATERIALS**

#### **(A) Electrical Service**

Provide material, equipment and hardware under this section that is pre-approved on the 2012 ITS and Signals QPL by the date of equipment installation.

Furnish and install a new 50A single pole circuit breaker in the existing service disconnects as shown in the Plans. Furnish circuit breakers with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Ensure circuit breakers are listed as meeting UL-489.

Provide, modify, and/or upgrade all materials necessary to form a complete electrical service assembly as shown in the Plans. Furnish new electrical service feeder conductors and conduits between the disconnects and the controller cabinets as required.

Provide inverse time circuit breaker with at least 10,000 RMS symmetrical amperes short circuit current rating in a lockable NEMA 3R enclosure.

Furnish 3-wire stranded copper feeder conductors with THWN rating for supplying power to field equipment cabinets. Provide copper feeder conductors with black, white, and green insulation that are intended for power circuits at 600 V or less and comply with the following:

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

As indicated below, provide the following at I-85 Trollingwood/Hawfields Rd, I-40/Old NC 86 and I-85/US 15-501:

- 1 single-pole 50A breaker (Hub)
- 3-wire stranded #8 AWG copper feeder conductors with THWN rating

Furnish 1” rigid galvanized conduit between disconnect and the equipment cabinets as required. For underground runs greater than 10 feet in length, the Contractor may transition from 1” rigid galvanized conduit to 1” PVC conduit for the remainder of the underground run beyond the initial 10 feet. Furnish Schedule 40 PVC female adapters to connect the PVC conduit to the threaded end of the rigid galvanized conduit. The interior surface of one end of the PVC female adapter shall be compatibly threaded to connect it to the threaded end of the rigid metallic riser without the aid of additional fittings, hardware, or adhesives. The opposite end of the adapter shall be non-threaded to permit a slip fit, glued connection to the underground PVC conduit.

Provide all grounding electrodes and ground wire necessary to ensure that grounding system, whether existing or new.

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### (B) Grounding Electrodes (Ground Rods)

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

## 8.3. CONSTRUCTION METHODS

### (A) General

Run feeder conductors separately from all other conductors in a 1-inch rigid galvanized conduit. Do not allow feeder conductors to share conduits with any other conductors or cables. Do not route unfused electrical feeder conductors inside of metal poles. Permanently label conductors at all access points using nylon tags labeled with permanent ink. Ensure each conductor has a unique identifier. Label conductors immediately upon installation. Use component name and labeling scheme approved by the Engineer.

Use rigid galvanized conduit for all underground conduit runs 10 feet or less in length. For underground runs greater than 10 feet in length, the Contractor may transition from 1" rigid galvanized conduit to 1" PVC conduit for the remainder of the run beyond the initial 10 feet using an approved PVC female adapter. Apply thread seal tape to the threads of the rigid galvanized conduit before screwing the PVC adapter onto the threaded male end of the conduit. Connect the threaded female end of the PVC adapter to the threaded end of the rigid galvanized conduit, then connect the not threaded end of the adapter to the PVC conduit using a slip fit, glued connection.

Upon completion of electrical service installation and backfilling of all excavations, restore the disturbed ground to its original condition as determined and approved by the Engineer. For paved areas, replace removed or damaged pavement with in kind materials, matching the elevation, color, texture/finish, and general appearance of the surrounding pavement. For unpaved areas, backfill excavations with removed material, tamp the backfilled material and rake smooth the top 1½ inches. Finish unpaved areas flush with surrounding natural ground and to match the original contour of the ground. Seed with same type of grass as surrounding area and mulch the newly seeded area. If unpaved area was not grassed, replace the original ground cover in kind as directed by the Engineer.

**Complete repairs to and restoration of all ground (paved and unpaved) disturbed for construction within seven calendar days following initial removal.** If the Contractor fails to repair and restore the ground in accordance with these Project Special Provisions within the time frame specified, the Department reserves the right to make the necessary repairs. All expenses incurred by the Department in making the repairs and restoring the ground will be deducted from payment due the Contractor, plus **\$ 500 liquidated damages per occasion, per day, or any portion thereof**, until corrected.

### (B) Grounding of Electrical Services

Modify existing electrical services, as necessary, to meet the grounding requirements of the NEC, these Project Special Provisions, and the Plans. Where a grounding electrode system is connected to the electrical service in accordance with the NEC, test grounding electrode resistance for a maximum of 20 ohms. Grounding electrode resistance test must be verified or witnessed by the Engineer or the Engineer's designated representative. Furnish and install

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additional ground rods to grounding electrode system as necessary to meet the requirements of these Project Special Provisions and test requirements.

Follow test equipment's procedures for measuring grounding electrode resistance. When using clamp-type ground resistance meters, readings of less than 1 ohm typically indicate a ground loop. Rework bonding and grounding circuits as necessary to remove ground loop circuits and retest. If a ground loop cannot be identified and removed to allow the proper use of a clamp-type ground resistance meter, use the three-point test method.

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

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

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

### (C) **Modify Existing Electrical Service for Traffic Signal, Hub Cabinet and CCTV Cabinet**

At locations identified in the Plans, modify the existing electrical service for a Traffic Signal, Hub Cabinet or CCTV cabinet to extend electrical service to a new communications hub cabinet being installed adjacent to the Traffic Signal or CCTV cabinet. If the existing disconnect has the capacity to house an additional circuit breaker, install a new breaker for the hub cabinet service (50A). Route new feeder conductors to the hub cabinet through new 1" rigid galvanized conduit and risers as shown in the Plans. Permanently label the circuit breakers to identify which circuit serves the new hub cabinet.

Test and upgrade grounding system as required to ensure that grounding system complies with the grounding requirements for electrical service in these Project Special Provisions.

## 8.4. MEASUREMENT AND PAYMENT

*Modify existing electrical service* will be measured and paid for as the actual number of existing electrical service locations that have been modified to extend electrical service from an existing service point for existing hub cabinet, traffic signal or CCTV to a proposed new communications hub cabinet. No measurement will be made of short risers, underground conduit, PVC female adapters and junction boxes from the existing service point to the hub cabinet as such work is considered incidental to modifying the existing electrical service. No measurement will be made of electrical service feeder conductors as such work is considered incidental to modifying an existing electrical service.

*5/8" X 10' grounding electrode* (ground rod) will be measured and paid as the actual number of 5/8" copper clad steel ground rods furnished, installed and accepted as part of grounding systems for new and modified electrical services and equipment cabinet disconnects. No separate payment will be made for #4 AWG solid bare copper grounding conductors or exothermic welding kits, as they will be considered incidental to furnishing and installing the ground rod. No measurement and payment for grounding electrodes furnished and installed for purposes other than electrical service grounding systems.

No measurement will be made of restoration of paved roadways/driveways and unpaved ground surfaces with like materials, including but not limited to backfill, graded stone, paved

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materials, seeding and mulching, as this work will be considered incidental to installation of a new electrical service.

The Department will make no payment for a given modified electrical service until all repairs to paved and unpaved surfaces damaged/disturbed during the installation of the electrical service, conduits and grounding electrodes have been completed and accepted.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Modify Existing Electrical Service	Each
5/8" x 10' Grounding Electrode	Each

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## **9. FIBER-OPTIC CABLE**

### **9.1. DESCRIPTION**

Furnish and install single mode fiber-optic (SMFO) communications cable and drop cable assemblies, fiber-optic cable storage guides (snow shoes), communications cable identification markers, lashing wire, and all necessary hardware as shown in the Plans.

### **9.2. MATERIALS**

Refer to the “Pole Line Hardware” subsection of the “Messenger Cable” section of these Project Special Provisions for lashing wire, wrapping tape and hardware used for installation of aerial fiber-optic cable.

#### **(A) SMFO Communications Cable**

Furnish single-mode fiber-optic communications cable that is pre-approved on the ITS and Signals QPL.

Furnish single-mode fiber-optic cable manufactured into a loose buffer tube design installed around a central strength member where the cable complies with RUS CFR 1755.900 and ICEA 640 requirements. Ensure the manufacturer is ISO 9001 and TL9000 registered and that the manufacturer’s cable is RUS listed. The operating temperature range of the cable shall be -40°F to +158°F.

Furnish individual fibers manufactured from silica and dopant materials with each fiber having a color coated finish that is compatible with local injection detection (LID) devices. Distinguish each fiber from others by color-coding that meets EIA/TIA-598. Furnish single mode fiber that does not exceed attenuation ratings of 0.25 dB/km at 1550 nm and 0.35 dB/km at 1310 nm and complies with ITU G.652D and IEC 60793-2-50 Type B.1.3 industry standards for low water peak, single mode fiber. Provide fibers that are useable and with a surface, sufficiently free of imperfections and inclusions to meet optical, mechanical and environmental requirements.

Ensure the core central strength member is a dielectric glass reinforced 1 rod and that the completed cable assembly has a maximum pulling rating of 600 lbf during installation (short term) and 180 lbf long term installed.

Construct buffer tubes (nominal size of 2.5 mm) manufactured from a polypropylene copolymer material to provide good kink resistance and allows the buffer tube to maintain flexibility in cold temperature over the expected lifetime of the cable. Except for 6-fiber drop cables, provide exactly 12 fibers per buffer tube in all cables regardless of the total number of fibers the cables contain. Do not provide cables with any other fiber count per buffer tube. Ensure that all buffer tubes are filled with a water-blocking gel or water swellable material. Construct the cable such that the buffer tubes are stranded around the central strength member in a reverse oscillating arrangement to allow for mid-span entry. Distinguish each buffer tube from others by color-coding that meets EIA/TIA-598. Use filler tubes to maintain a circular cross-section of the cable. Ensure the filler tubes are the same nominal size as the buffer tubes of 2.5 mm. Apply binders (water swellable yarn, aramid, etc.) with sufficient tension to secure buffer tubes and filler tubes to the central member without crushing the buffer tubes. Ensure that binding material is non-hygroscopic, non-wicking, and dielectric with low shrinkage. Ensure the binders are of a high tensile strength that is helically stranded evenly around cable core.

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Ensure the cable core is protected from the ingress of moisture by a water swellable material or that is filled with a water blocking compound that is non-conductive. Ensure the water swellable material (when activated) or the water blocking compound is free from dirt and foreign matter and is removable with conventional nontoxic solvents. Furnish at least one ripcord to aid in the process of removing the outer jacket. Furnish the outer jacket constructed of a medium-density polyethylene material to provide reduced friction and enhanced durability. Ensure the polyethylene material contains carbon black to provide UV protection and does not promote the growth of fungus. Ensure the cable jacket is free of slits, holes or blisters and the nominal outer jacket thickness is  $> 0.050''$ .

Ensure the completed cable assembly contains identifications markings printed along the outside cover of the jacket every 2 feet. Ensure the character height of the markings is approximately 0.10". Provide length markings in sequential feet and within one percent of actual cable length.

Mark each cable with the following:

- (1) Sequential length marks in feet as specified
- (2) The name of the manufacturer
- (3) "OPTICAL CABLE"
- (4) Month/year of manufacture
- (5) Number(s) of and type(s) of fibers
- (6) Cable ID Number for product traceability

### **(B) Drop Cable**

Provide drop cable meeting the material requirements list in "SMFO Communications Cable" subsection above with the exceptions herein to provide communications links between splice enclosures and the Ethernet edge switches through interconnect centers mounted in CCTV or DMS cabinets and a serial transceiver furnished by others and a DMS cabinet as shown in the Plans. Furnish drop cables containing a minimum of six individual fibers.

Furnish drop cable that complies with RUS-CRF 1755.900, is RUS listed and has a minimum bend radius of 5 inches for a 6-fiber cable. Ensure drop cable has the same operating characteristics as the SMFO cable it is to be coupled with.

Except as noted below, on one end of the cable, furnish LC or ST, as shown on the Plans, connectors for termination of all drop cable fibers on a connector panel mounted inside an equipment cabinet. Provide either factory preassembled drop cables with SMFO pigtailed and LC connectors already attached or field install the pigtailed and connectors. For field installed connectors, provide cabinet-mounted interconnect centers that are pre-equipped with factory-preassembled connector panels, SMFO pigtailed with LC or ST connectors, as shown on the Plans, and splice trays; then fusion splice all drop cable fibers to the SMFO pigtailed.

At the DMS at MM 159.2, install two drop cables. Furnish one drop cable equipped with ST connectors to serve the Ethernet edge switch as shown in the splice drawings to terminate the fibers for this drop cable on a connector panel mounted inside an equipment cabinet. Provide either a factory preassembled drop cable with SMFO pigtailed and ST connectors already attached

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or field install the pigtails and connectors. For field installed connectors, provide cabinet-mounted interconnect centers that are pre-equipped with factory-preassembled connector panels, SMFO pigtails with ST connectors and splice trays; then fusion splice all drop cable fibers to the SMFO pigtails. Furnish SMFO jumpers that are a minimum of three feet in length with factory-assembled ST-LC connectors.

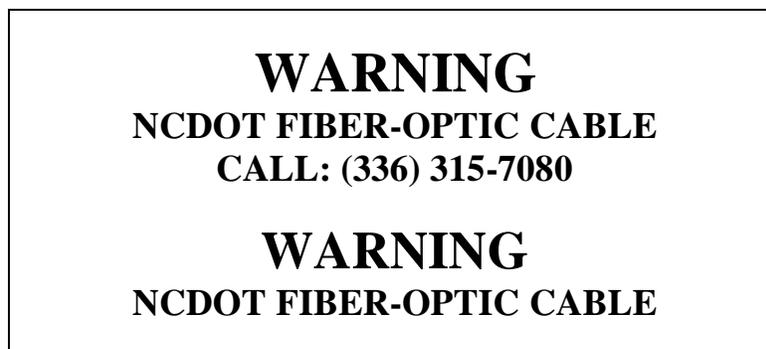
Furnish the second drop cable equipped with ST connectors to serve the serial transceiver as shown in the splice drawings to terminate the fibers for this drop cable on a connector panel mounted inside an equipment cabinet. Provide either a factory preassembled drop cable with SMFO pigtails and ST connectors already attached or field install the pigtails and connectors. For field installed connectors, provide cabinet-mounted interconnect centers that are pre-equipped with factory-preassembled connector panels, SMFO pigtails with ST connectors and splice trays; then fusion splice all drop cable fibers to the SMFO pigtails. Furnish for future use SMFO jumpers that are a minimum of three feet in length with factory-assembled ST-ST connectors.

Ensure attenuation of drop cable at 1310 nm does not exceed 0.4 dB/km and the attenuation at 1550 nm does not exceed 0.3 dB/km. Ensure attenuation loss for complete drop cable does not exceed a mean value of 1.5 dB.

### (C) Communications Cable Identification Markers

Furnish communications cable identification markers that are resistant to fading when exposed to UV sources and changes in weather. Use markers designed to coil around fiber-optic cable that do not slide or move along the surface of the cable once installed. Ensure exposure to UV light and weather does not affect the markers natural coiling effect or deteriorate performance. Provide communications cable wraps that permit writing with an indelible marking pen.

Furnish cable identification markers with the following text for ITS fiber-optic communications cables:



*Overall Marker Dimensions: 7(l) x 4 (w) inches*

*Lettering Height: 3/8 inch for "WARNING"; 1/4" for all other lettering*

*Colors: Black text on yellow background*

Store spare fiber-optic cable on fiber-optic cable storage guides (snowshoes).

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Submit a sample of proposed communications cable identification marker to the Engineer for approval before installation.

### **(D) Fiber-Optic Cable Storage Guides**

Furnish fiber-optic cable storage guides (snowshoes) that are pre-approved on the ITS and Signals QPL.

Furnish fiber-optic storage guides (snowshoes) that are non-conductive and resistant to fading when exposed to UV sources and changes in weather. Ensure snowshoes have a captive design such that fiber-optic cable will be supported when installed in the rack and the minimum bending radius will not be violated. Provide stainless steel attachment hardware for securing snowshoes to messenger cable and black UV resistant tie-wraps for securing fiber-optic cable to snowshoe. Ensure snowshoes are stackable so that multiple cable configurations are possible.

## **9.3. CONSTRUCTION METHODS**

### **(A) General**

Provide cable manufacturer's attenuation and Optical Time Domain Reflectometer (OTDR) testing data for each reel of cable.

Install SMFO communications cable, snowshoes, communications cable identification markers, lashing wire, and all necessary hardware.

Comply with manufacturer's recommendations. Install communications cable on signal poles, utility poles, messenger cable, and in conduits as required to bring the fiber-optic cable into and, if necessary, out of each splice enclosure.

Take all precautions necessary to ensure cable is not damaged during storage, handling, and installation. Do not violate minimum bending radius of 20 times the radius of cable diameter or manufacturer's recommendation, whichever is greater. Do not step on cable nor run over cable with vehicles or equipment. Do not pull cable over or around obstructions, or along the ground.

Determine lengths of cable necessary to reach from termination-point to termination-point. Install cable in continuous lengths between approved splicing facilities. Additionally, provide a sufficient amount of slack cable to allow for an additional 20 feet of cable to be present after removal of outer sheath for termination. Measure slack cable by extending cable straight out of hub cabinet door. No splicing is permitted at any field cabinets other than hub cabinets and splicing drop cable fibers to SMFO pigtails in cabinet-mounted interconnect centers.

Keep cable ends sealed at all times during installation to prevent effectively the ingress of moisture. Use approved heat shrink cable end cap. Do not use tape to seal cable ends.

Before installing cable, provide three copies of cable manufacturer's recommended and maximum pulling tension. Do not exceed manufacturer's recommended pulling tension. Use pulling grips containing a breakaway rotating swivel. Coil cable in a figure-8 configuration whenever cable is unreeled for subsequent pulling.

Install fiber-optic cable in separate risers with heat shrink tubing or separate conduits. Do not share risers or conduits containing fiber-optic cable with other non-fiber-optic cable unless the Plans specify otherwise or the Engineer directs or approves otherwise.

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Seal all conduits containing fiber-optic communications cable in junction boxes and cabinet bases with duct and conduit sealer. Comply with the requirements for duct and conduit sealer in the “Underground Conduit” section of these Project Special Provisions.

### **(B) Aerial Installation**

Install one communications cable identification marker within 36 inches of pole attachment points and at locations where more than one cable originates or terminates. At splice enclosures, install a communications cable marker on one of the cables where it enters or exits the splice enclosure and ensure that the marker is installed so that it is visible (but not necessarily readable) from the ground below. At fiber-optic cable storage guides (i.e., snow shoes), install a communications cable marker at each end, 6 inches or less from the inner edge of each snow shoe, to identify the cable being stored.

Double lash fiber-optic cable to messenger cable with one 360° spiral per foot.

Machine lashing of any cable is not permitted along any messenger cable span to which a traffic signal or overhead sign is or will be attached. Either reuse existing 0.05” x 0.30” aluminum wrapping tape or furnish and install new aluminum wrapping tape.

Use pole attachment hardware and roller guides with safety clips to install aerial run cable.

Use a breakaway swivel so as not to exceed 80% of the maximum allowable pulling tension specified by the cable’s manufacturer if cable is pulled by mechanical means. Do not allow cable to contact the ground or other obstructions between poles during installation. Do not use a motorized vehicle to generate cable pulling forces.

Use a cable suspension clamp when attaching cable tangent to a pole. Select and place cable blocks and corner blocks so as not to exceed the cable’s minimum bending radius. Do not pull cable across J-hooks.

Store 100 feet of each fiber-optic cable on all cable runs that are continuous without splices as shown in the Plans. Obtain approval for spare cable storage locations. Store spare fiber-optic cable on fiber-optic cable storage guides (snow shoes).

Locate spare cable storage in the middle of spans between termination points. Do not store spare fiber-optic cable over the roadway or driveways.

### **(C) Underground Installation**

Install fiber-optic cable underground in conduit using cable pulling lubricants recommended by the fiber-optic cable manufacturer. Where more than one fiber-optic cable is being installed in a multiple conduit underground run, ensure that at least one conduit remains empty for future use by installing more than one cable in a conduit as needed, unless directed otherwise by the Engineer.

Obtain approval of cable pulling lubricant and method of pulling before installing underground fiber-optic cable.

Use a breakaway swivel so as not to exceed 80% of the maximum allowable pulling tension specified by the cable’s manufacturer if cable is pulled by mechanical means.

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

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For pulling cable through manholes, junction boxes, and vaults, feed cable by manually rotating the reel. Do not pull cable through intermediate junction boxes, handholds, or openings in conduit unless otherwise approved.

Inside all junction boxes, install communications cable identification markers on each communications cable entering the junction box.

In a junction box where no splice enclosure is required, store 50 feet of each fiber-optic cable on all cable runs as shown in the Plans.

In a junction box where a splice enclosure is required but not immediately installed, store 50 feet of fiber-optic cable intended for the splice.

If a blockage is encountered when attempting to install a communications cable inside an existing conduit in accordance with the Plans, use compressed air, water jetting, rod and mandrel or other Engineer-approved method to clear the obstruction or blockage in the existing underground conduit. Once the obstruction/blockage has been substantially cleared, draw a mandrel through the conduit followed by a swab to clean out any remaining materials, which may cause cable abrasions. Use a mandrel that is 12 inches in length and has a diameter that is 1/2 inch less than the inside diameter of the conduit being cleared.

### **(D) Installation of Drop Cable**

Verify the length of drop cable needed, including slack, to reach from termination point to termination point.

At aerial splice enclosures, install the aerial splice enclosure and corresponding cable storage rack 50 feet apart and store between the splice enclosure and corresponding cable storage rack 50 feet of slack cable for each cable entering and exiting the splice enclosure. Coil and store any drop cable in excess of what is needed for overhead storage in the base of the equipment cabinet.

At below ground splice enclosures, coil 100 feet of slack cable for each cable entering and exiting the splice enclosure in the manhole or junction box where enclosure is located. Coil and store any drop cable in excess of what is needed for storage in the manhole or junction box in the base of the equipment cabinet. Where fiber-optic cables are installed but not immediately spliced, store 50 feet of drop cable and 50 feet of fiber-optic trunk cable inside the manhole or junction box to facilitate subsequent splicing in the splice enclosure unless otherwise shown in the Plans. Cap and seal ends of cables that have yet to be spliced or terminated with a waterproof heat-shrink cap/seal as approved by the Engineer.

At the equipment cabinet end of a drop cable, terminate all fibers by splicing them to factory-assembled SMFO pigtailed with LC or ST connectors, as shown in the Plans, and connecting the pigtailed to the connector panel. Label all connectors, pigtailed and the connector panel. At the aerial or underground splice location, cap off all unused fibers and label to correspond with the connector panel.

Where the Plans call for a fiber-optic drop cable to be installed in an existing riser, remove all existing cables from the riser and remove the existing weatherhead, sealing bushing or heat shrink tubing. Install the new fiber-optic drop cable in the existing riser and install new heat shrink tubing at the top of the existing riser using a heat shrink tubing retrofit kit. If the riser contains existing fiber-optic communications cable, carefully remove the fiber-optic cable from the riser so as not violate its minimum bending radius or otherwise damage the cable.

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Temporarily coil and store the existing fiber-optic cable overhead in a manner approved by the Engineer until the new drop cable can be spliced into the existing cable in an aerial splice enclosure. Once splicing has been completed, furnish and install fiber-optic cable storage guides and permanently store all remaining spare cable.

Using an OTDR, test the end-to-end connectivity of the drop cable from patch panel installed inside the cabinet to the next hub cabinet or the end of the cable. Comply with the OTDR testing and reporting requirements of the “Fiber-Optic Splice Centers” section of these Project Special Provisions when testing drop cable.

### **(E) I-40/Old NC 86**

After relocating the existing 24-strand cable and interconnect center from the existing CCTV cabinet into the proposed hub cabinet, install a drop cable between the existing CCTV cabinet and the proposed hub cabinet. The drop cable will connect the existing camera to the relocated 24-strand interconnect center being relocated from the existing CCTV cabinet to the new hub cabinet as shown in the Plans. Furnish the drop cable equipped with pigtails and ST connectors. Provide either a factory preassembled drop cable with SMFO pigtails and ST connectors at one end already attached or field install the pigtails and connectors. Fusion splice all drop cable fibers to the SMFO pigtails.

### **(F) I-85/US 15/501/70**

Install two six-strand drop cables between the existing Type 332 cabinet and the proposed hub cabinet. The drop cable will extend 6 fibers from one tube from each fiber-optic trunk cable into the hub cabinet from the existing Type 332 cabinet as shown in the Plans. Furnish each drop cable equipped with pigtails and ST connectors one end to connect to the existing splice center in the existing 332 cabinet. On the hub cabinet end of each cable terminate both drop cables on one new interconnect center with LC connectors. Provide either a factory preassembled drop cable with SMFO pigtails and LC connectors at one end already attached or field install the pigtails with connectors pre-attached. For field installed pigtails, provide a cabinet-mounted interconnect center that is pre-equipped with factory-preassembled connector panels, SMFO pigtails with LC connectors and splice trays; then fusion splice all drop cable fibers to the SMFO pigtails.

## **9.4. MEASUREMENT AND PAYMENT**

*Communications cable (144-fiber)* will be measured and paid as the actual linear feet of fiber-optic cable of each fiber count furnished, installed, and accepted. Measurement will be made by calculating the difference in length markings located on outer jacket from start of run to end of run for each run. Terminate all fibers before determining length of cable run.

*Drop cable* will be measured and paid as the actual linear feet of fiber-optic drop cable comprised of a minimum of six fibers that are furnished, installed, and accepted.

No measurement will be made for terminating, splicing, and testing fiber-optic cable, communications cable identification markers, fiber-optic cable storage guides, SMFO jumpers and pigtails, mechanical sealing devices and conduit seals/sealing putty, as these will be considered incidental to the installation of fiber-optic cable and drop cables.

No additional compensation will be made for relocating existing interconnect centers as the cost associated with that work will be included in the cost of the fiber-optic communications or fiber-optic drop cable.

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No measurement will be made of clearing a blockage or obstruction from an existing conduit necessary to install a communications cable in an existing underground conduit as such work will be considered incidental to installation of the communications cable.

Payment will be made under:

**Pay Item**

**Pay Unit**

Communications Cable (144-Fiber)

Linear Foot

Drop Cable

Linear Foot

## **10. FIBER-OPTIC SPLICE CENTERS**

### **10.1. DESCRIPTION**

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

Modify existing fiber-optic interconnect centers and/or splice enclosures and remove and reinstall existing fiber-optic interconnect centers in a new location as shown in the Plans. Refer to manufacturer's recommendations for opening, modifying and re-sealing the existing fiber-optic interconnect center and/or fiber-optic splice enclosure.

### **10.2. MATERIALS**

Furnish material, equipment, and hardware furnished under this section that is pre-approved on the ITS and Signals QPL.

#### **(A) Interconnect Center**

Furnish compact, modular interconnect centers for drop cables designed to mount inside equipment cabinets. Design and size interconnect centers to accommodate all fiber-optic drop cable fibers entering cabinets. Provide interconnect centers for DMS and CCTV cabinets that are one rack unit (RU) high.

Provide splice trays that hold, protect, organize optical fibers, and secure fibers inside splice tray. Design and size the splice trays to be dielectric, to accommodate all fibers entering splice tray, and to provide sufficient space to prevent microbending of optical fibers. Provide connector panels with LC or ST-type connectors as shown in the Plans.

Furnish SMFO pigtailed with each interconnect center. Provide pigtailed a maximum of six feet in length with factory-assembled LC or ST-type connectors, as shown in the Plans, on one end. Ensure SMFO pigtailed meet the operating characteristics of the SMFO cable with which it is to be coupled.

For connecting Ethernet edge switches to the proposed interconnect center patch panels, furnish SMFO jumpers that are a minimum of three feet in length with only factory-assembled ST-LC connectors as shown in the Plans on one end (to match that provided on the Ethernet edge switch).

For connecting serial transceivers to the proposed interconnect center patch panels, furnish SMFO jumpers that are a minimum of three feet in length with only factory-assembled ST-ST connectors as shown in the Plans.

At I-40/Old NC 86, furnish an interconnect center in the proposed hub cabinet to connect the managed Ethernet edge switch in the existing CCTV cabinet to the relocated 24-strand interconnect center in the hub cabinet. The proposed interconnect center shall be sized to terminate the fiber-optic drop cable between the hub and the existing CCTV cabinet. Furnish SMFO jumpers that are a minimum of three feet in length with factory-assembled LC-ST connectors.

At I-85/US 15/501, furnish an interconnect center in the proposed hub cabinet For connecting the managed Ethernet routing switch to the existing hub splice center patch panels. The interconnect center shall be sized to terminate six strands each (12 strands total) of two fiber-

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optic drop cables. Furnish SMFO jumpers that are a minimum of three feet in length with factory-assembled ST connectors on the ends for connecting to the existing interconnect center in the existing Type 332 cabinet and factory assembled pigtailed with ST connectors on the drop cables in the hub cabinet. Furnish SMFO jumpers that are a minimum of three feet in length with factory-assembled LC-LC connectors in the hub cabinet.

Ensure the SMFO jumpers meet the operating characteristics of the SMFO cable with which it is to be coupled.

### **(B) Hub Splice Center**

A hub splice center for terminating a single trunk fiber-optic cable shall consist of a rack-mounted housing for the splice trays and a rack-mounted connector housing containing patch panels. Furnish a separate rack-mounted fiber-optic splice hub splice center for each new trunk fiber-optic communications cable entering and terminated inside the hub cabinet. Provide a hub splice center sized to accommodate fusion splicing of all fibers in the designated cable to pigtailed in splice trays housed inside the hub splice center and terminating those pigtailed on the hub splice center's connector panels (i.e., patch panels) as shown in the Plans. Equip the connector housings with LC-compatible connector panels with 12 connectors on each panel (arranged in a duplex arrangement) to terminate fibers from each buffer tube in the incoming cable on a unique connector panel (i.e., one connector panel per buffer tube).

Furnish connector housings and splice housings made by the same manufacturer and designed by the manufacturer to work together as a unit. Provide a hub splice center designed to house a separate splice tray for each buffer tube in the cable and to store buffer tubes following splicing. Each splice housing of the hub splice center shall occupy no more than five rack units.

Provide splice trays that hold, protect, organize optical fibers, and secure fibers inside splice tray. Design and size the splice trays to be dielectric, to accommodate all fibers entering splice tray, and to provide sufficient space to prevent microbending of optical fibers.

Furnish SMFO pigtailed with the hub splice center. Provide pigtailed that are a maximum of six feet in length with factory-assembled LC connectors. Ensure SMFO pigtailed meet the operating characteristics of the SMFO cable with which it is to be coupled. Factory pre-terminated and pre-assembled pigtailed connector panels may be furnished in lieu pigtailed pre-assembled with LC connectors, subject to the Engineer's approval.

For connecting the managed Ethernet routing switch at I-85/Trollingwood-Hawfields Road to the respective hub splice center patch panels, furnish SMFO jumpers that are a minimum of three feet in length with factory-assembled LC connectors on both ends.

For connecting the managed Ethernet routing switch at I-40/Old NC 86 to the existing 24-strand trunk cable and to the proposed 144-strand cable, furnish a hub splice center with factory-assembled LC connectors sized for the 144-strand cable. . Furnish SMFO jumpers that are a minimum of three feet in length with factory-assembled LC connectors.

Ensure SMFO jumpers meet the operating characteristics of the SMFO cable with which they are to be coupled.

Provide all hardware needed to install these units in the rack inside the hub cabinet.

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### **(C) Splice Enclosure**

Furnish splice enclosures that are re-enterable using a mechanical dome-to-base seal with a flash test valve, and are impervious to the entry of foreign material (water, dust, etc.). Ensure enclosures are manufactured in such a manner to be suitable for aerial, pedestal, buried, junction box, and manhole installation.

Provide enclosures with a minimum of one oversized oval port that will accept two cables and with a minimum of four round ports (for single cables) that will accommodate all cables entering enclosure. Provide heat shrink cable shields with enclosure to ensure weather-tight seal where each cable enters enclosure.

Within enclosures, provide enough hinged mountable splice trays to store the number of splices required, plus the capacity to house six additional splices. Provide a fiber containment basket for storage of loose buffer tubes expressed (i.e., uncut and unspliced) through the enclosure. Ensure enclosures allow sufficient space to prevent microbending of buffer tubes when coiled.

Provide splice trays that hold, protect, organize optical fibers, and secure fibers inside splice tray. Provide splice trays that are dielectric.

### **10.3. CONSTRUCTION METHODS**

#### **(A) General (Workmanship Identification Information)**

Include on the cover of each splice tray in a legible format the following workmanship identification information:

- Splice location reference # or identification information (e.g., 07-xxxx tray 1 of 3, 07-xxxx tray 2 of 3, etc.);
- Date the splice was made;
- Name of company that performed the splicing;
- Name of person who performed the splicing.

#### **(B) Workmanship**

Upon cutting the cable and removing the outer jacketing material down to the individual buffer tubes, secure the central strength member to the enclosure so that no tensile force is applied to the fibers. Secure the individual buffer tubes to the splice trays by a method recommended by the manufacturer. Determine the length of each buffer tube needed to ensure that the buffer tube can be looped a minimum of two times around the inside of the splice tray. Upon determining the length of buffer tube needed, remove the buffer tube to expose the individual fibers for fusion splicing. Adjust individual fiber lengths as necessary to ensure that once the fusion splicing process is completed the finished splices will align with the “splice block organizer” supplied within the splice tray. Ensure the splice block organizer has individual fusion splice space holders for each fiber splice.

While prepping the individual fibers for splicing, install the heat shrink protective tube over the fiber and then perform the splicing operations, following the manufacturer’s instructions. Verify that the newly formed splice does not exceed 0.05 dB of attenuation. If the attenuation is more than 0.05 dB, then remake the splice until it meets the 0.05 dB or less requirement. Finish the splicing operation by sliding the heat shrink tube over the splice and applying heat to activate the heat shrink tubing. Secure the finished splice in the splice block organizer. Ensure each

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splice is properly secured in a space holder in the splice block organizer. Multiple splices secured to the same space holder are unacceptable.

Ensure all buffer tubes are contained within splice trays so that no bare fibers are outside of the tray. Do not damage the fibers are damaged or violate the minimum bend radius of the fiber.

Prior to installing the cover over the splice tray and placing it in its final resting location, take a MANDATORY digital photograph of the splice tray that shows the final workmanship. Ensure that the photograph shows the “Workmanship Identification Information” as well as the workmanship associated with installing and terminating the fiber. Include digital copies of each photograph on a compact disc as part of the OTDR Test Results submittal.

### **(C) Termination and Splicing within Interconnect Center & Hub Splice Centers**

Terminate and fusion splice all fibers as shown in the Plans.

Label all fiber-optic connectors, whether on jumpers, connector panels, or other equipment, to prevent improper connection. Obtain approval of fiber-optic connector labeling method.

For all fibers designated for termination to a connector panel within an interconnect center or hub splice center, fusion splice the fibers to pigtails.

For all fibers designated to pass through interconnect center, neatly coil, and express the fibers without cutting. For all buffer tubes designated to pass through interconnect center, neatly coil excess tubing inside interconnect center.

### **(D) Interconnect Center**

#### **(1) I-40 at Old NC 86**

At this location, there are two existing interconnect centers in the CCTV cabinet. One interconnect center will remain in the CCTV cabinet and one will be relocated to the proposed hub cabinet as described below.

For connecting the managed Ethernet routing switch at I-40/Old NC 86 to the existing 24-strand trunk cable and to the proposed 144-strand cable, disconnect, relocate from the adjacent CCTV cabinet to the proposed hub cabinet, an existing 24-strand interconnect center with ST connectors. Furnish SMFO jumpers that are a minimum of three feet in length with factory-assembled LC-ST connectors for the connection between the relocated interconnect center and the new interconnect center in the proposed hub cabinet.

Install a new drop cable in between the existing CCTV cabinet and the new hub cabinet. Reuse the existing 12-strand interconnect center in the CCTV cabinet with factory-assembled ST connectors to terminate the new fiber-optic drop cable inside the existing CCTV cabinet. Install an interconnect center in the proposed hub cabinet to terminate the other end of the fiber-optic drop cable. Install SMFO jumpers with LC-ST connectors between the interconnect center and the Ethernet edge switch in the existing CCTV cabinet.

Install SMFO jumpers with factory-assembled ST-LC connectors between the relocated interconnect center for the 24-strand cable and the managed Ethernet routing switch in the hub cabinet.

#### **(2) I-85 at US 15/501**

At I-85/US 15/501, in the existing 332 cabinet, terminate two drop cables in the existing hub splice center with pigtails and ST connectors. Install one interconnect center with factory-

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assembled LC connectors in the proposed hub cabinet to terminate the two six-strand fiber-optic cables. Install SMFO jumpers with LC-LC connectors between the proposed patch panel and the managed Ethernet routing switch in the hub cabinet.

### **(E) Hub Splice Center**

Install a hub splice center with connector panels, splice trays, storage for slack cable or fibers, and mounting and strain relief hardware, and all necessary hardware. Mount the hub splice center in the rack inside the hub cabinet as shown in the Plans.

#### **(1) I-40 at Trollingwood/Hawfields Road**

At I-85/Trollingwood/Hawfields Road, install two hub splice centers with factory-assembled LC connectors to terminate two 144-strand cables in the proposed hub cabinet. The 144-strand cable to the west is currently capped and in the adjacent junction box. Bring the existing cable from the west and the proposed cable to the east into the hub cabinet and terminate. Install SMFO jumpers with factory-assembled LC connectors the proposed patch panels for the 144-strand cables and the managed Ethernet routing switch in the hub cabinet.

#### **(2) I-40 at Old NC 86**

At I-40/Old NC 86, install a hub splice center with factory-assembled LC connectors to terminate a proposed 144-strand cable in the proposed hub cabinet. Install SMFO jumpers with LC connectors between the proposed patch panel for the 144-strand cable and the managed Ethernet routing switch in the hub cabinet. Install SMFO jumpers between the appropriate connectors on the connector panels of the splice center and the managed Ethernet switch inside the hub cabinet as shown in the Plans.

### **(F) Termination and Splicing within Splice Enclosure**

Install splice enclosures with splice trays, basket containment assemblies, racking for slack cable or fibers, mounting and strain relief hardware, and all other necessary hardware.

Do not install aerial splice enclosures and storage guides over roadways or driveways.

Fusion splice all fibers including fibers designated to be coupled with fibers from a drop cable. For all fibers designated to pass through splice enclosure, coil and express the fibers without cutting.

For all buffer tubes designated to pass through splice enclosure, neatly coil excess tubing inside basket provided with enclosure.

Label all fiber-optic splices. Obtain approval of fiber-optic connector labeling method.

Install heat shrink cable shields using methods recommended by the manufacturer of the enclosure. Perform a pressurization flash test on enclosure in accordance with manufacturer's recommended procedures at the conclusion of splicing procedure and before final placement of enclosure.

For aerial installations, secure enclosures to messenger cable using manufacturer supplied hardware. Secure SMFO cable and drop cables to snowshoes.

Install enclosures with enough slack cable to allow enclosure to be lowered to ground level and extended into a splicing vehicle.

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For underground junction box facility installations, place the enclosure along with required spare cables in the facility in a neat and workmanship like manner. Install underground splice enclosures only in special-sized junction boxes unless the Plans indicate otherwise or the Engineer approves otherwise.

### (G) Testing

Provide written notification to the Engineer a minimum of 10 working days before beginning the OTDR tests.

After splicing is completed, perform bi-directional OTDR tests on each fiber, including unused fibers. Install a 1,000-foot pre-tested launch cable between the OTDR and fiber-optic cable to be tested and a 1,000-foot pre-tested destination cable on the end of the fiber-optic cable to be tested. Ensure each launch cable has been tested and is compatible with the fiber-optic cable being installed. Provide the Engineer with test results of the launch cable before use. Re-test or replace launch cable at the Engineer's request.

Ensure fusion splice losses do not exceed 0.05 dB and connectors have a loss of 0.5 dB or less. If any fiber exceeds maximum allowable attenuation or if fiber-optic properties of the cable have been impaired, take appropriate actions up to and including replacement of the fiber-optic cable. Corrective action will be at no additional cost to the Department.

Clearly label each OTDR trace identifying a starting and ending point for all fibers being tested. Record the attenuation level of each fiber and clearly indicate OTDR trace results in report format. Furnish two hard copies of each of the OTDR trace results and electronic copies of all trace results along with digital photographs showing workmanship for each splice on a compact disc. Furnish the manufacturer's make, model number, and software version of the OTDR used for testing.

Provide the Engineer with two copies of the software needed to view the OTDR traces electronically.

### 10.4. MEASUREMENT AND PAYMENT

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

*Hub splice center* will be measured and paid as the actual number of 144-strand fiber-optic hub splice centers furnished, installed in hub cabinets, and accepted.

*Splice enclosure* will be measured and paid as the actual number of fiber-optic splice enclosures that are furnished, installed, and accepted.

*Modify splice enclosure* will be measured and paid as the actual number of fiber-optic splice enclosures or interconnect centers that are relocated and/or modified. Payment shall include disconnecting an existing fiber-optic cable, removing the existing interconnect center, replacing connector panels, reinstalling the interconnect center in a different cabinet and reterminating the fiber-optic cable.

No measurement will be made of fusion splices, splice trays, splice protectors, pigtailed jumpers, connector panels, labeling, photographs, OTDR testing and corrective actions, repairs and replacements needed for exceeding the maximum allowable attenuation or other defects, as

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these will be considered incidental to furnishing and installing fiber-optic interconnect centers, splice enclosures, and hub splice centers.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Interconnect Center	Each
Hub Splice Center	Each
Splice Enclosure	Each
Modify Splice Enclosure	Each

## **11. DELINEATOR MARKERS**

### **11.1. DESCRIPTION**

Furnish and install delineator markers (tubular marker posts) with all necessary hardware and adhesives to warn of buried fiber-optic communications cable.

### **11.2. MATERIALS**

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

Furnish delineator markers, also referred to as tubular marker posts that are approximately 6 feet long and constructed of Type III, high-density polyethylene (HDPE) material. Provide delineator assemblies that are ultraviolet stabilized to help prevent components from color fading, warping, absorbing water, and deterioration with prolonged exposure to the elements. Provide delineators designed to self-erect after being knocked down or pushed over. Provide orange delineator posts.

Provide text, including NCDOT contact number, hot stamped in black on a yellow reflective background material that will not fade or deteriorate over time. Provide delineator markers with nominal message height of 15" that contain the following text visible from all directions approaching the assembly:

<b>W A R N I N G</b>	<b>F I B E R</b>	<b>O P T I C</b>	<b>C A B L E S</b>
<b>BEFORE EXCAVATING OR IN AN EMERGENCY CALL (336) 315-7080</b>			
<b>NCDOT FIBER-OPTIC CABLE</b>			

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**11.3. CONSTRUCTION METHODS**

Submit sample of proposed delineator markers for approval before installation.

Install delineator markers using a method that firmly and securely anchors delineator marker in the ground to prohibit twisting and easy removal.

Install delineator markers at locations specified on the plans. Do not install delineator markers at locations other than those specified in the Plans without the prior approval of the Engineer.

**11.4. MEASUREMENT AND PAYMENT**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Delineator Marker	Each

## **12. HUB CABINET FOUNDATION**

### **12.1. DESCRIPTION**

Furnish and install foundations for communications hub cabinets, and all necessary hardware.

Furnish poured concrete foundations and all necessary hardware. Obtain approval of foundation type.

### **12.2. MATERIALS**

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

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

Provide standard cabinet foundations in unpaved areas with a minimum pad area that extends 24" from front and back of cabinet base extenders and adapters, and 3" from sides of cabinet base extenders and adapters.

Furnish Portland cement concrete, in accordance with Article 848-2 of the *Standard Specifications*, to replace removed or damaged sections of existing sidewalk and restore locations to preconstruction condition.

### **12.3. CONSTRUCTION METHODS**

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

Obtain approval for final cabinet foundation locations before pouring concrete base or installing a preformed cabinet base. Locate new cabinets so as not to obstruct sight distance of vehicles turning on red or create any ADA violations or pedestrian conflicts. Maintain 12 inches minimum from service pole to closest point on foundation unless otherwise approved.

Do not install foundations over uncompacted fill or muck. Hand tamp soil before placing concrete or preformed cabinet base and ensure ground is level.

When using poured concrete foundations, use procedures, equipment, and hardware as follows:

- Use a minimum of four 1/2-inch diameter expanding type anchor bolts to secure cabinet to foundation.
- In unpaved areas, install cabinet foundations a minimum 4 inches above and 4 inches below finished grade. In paved areas, install foundations 1 inch above the paved surface at its highest point and 4 inches below the paved surface at its lowest point.
- Locate external stubbed out conduit at cabinet foundation so conduit is in middle of cabinet. Provide service conduit as the rightmost conduit coming into cabinet. Provide two spare conduits stubbed out; one pointed toward service pole and the other toward direction of lead-in cable. Inscribe identification arrow in foundation indicating direction of spare conduits.
- Ensure that conduits extend 2" to 3" above finished cabinet foundation.
- Give cabinet foundation a broom finish. Seal space between cabinet base and foundation with permanent, flexible, waterproof sealing material.

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Restore the disturbed ground surrounding the new cabinet foundation to its original, preconstruction condition as determined and approved by the Engineer.

- Backfill excavations with removed material, tamp the backfilled material and rake smooth the top 1½ inches. Finish unpaved areas flush with surrounding natural ground and to match the original contour of the ground. Seed with same type of grass as surrounding area and mulch the newly seeded area. If unpaved area was not grassed, replace the original ground cover in kind as directed by the Engineer.

**Complete repairs to and restoration of all ground (paved and unpaved) disturbed for construction within seven consecutive calendar days following initial removal.** If the Contractor fails to repair and restore the ground in accordance with these Project Special Provisions within the time frame specified, the Department reserves the right to make the necessary repairs, and all expenses incurred by the Department in making the repairs and restoring the ground will be deducted from payment due the Contractor, plus **\$500 liquidated damages per occasion, per day, or any portion thereof**, until corrected.

**12.4. MEASUREMENT AND PAYMENT**

*Hub cabinet foundation* will be measured and paid as the actual number of hub cabinet foundations furnished, installed, and accepted.

No measurement or payment will be made for restoration of the surrounding unpaved ground surfaces in accordance with these Project Special Provisions as such work will be considered incidental to furnishing and installing hub cabinet foundations.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Hub Cabinet Foundation	Each

### **13. CABINET BASE EXTENDER**

#### **13.1. DESCRIPTION**

Furnish and install cabinet base extenders with all necessary hardware for 170E-family cabinets.

#### **13.2. MATERIALS**

Fabricate base extenders from the same materials and with the same finish as cabinet housing. Fabricate base adapter and extender in the same manner as controller cabinets, meeting all applicable specifications called for in Section 7.5 of CALTRANS TEES (11/19/99). Provide base adapters and extenders that have a minimum height of 12". Provide cabinet base adapters that comply with the details shown in the Plans.

#### **13.3. CONSTRUCTION METHODS**

Unless otherwise shown in the Plans, install a cabinet base extender at locations requiring a new Model 333 type cabinet on a modified foundation.

Use permanent, flexible waterproof sealing material to:

- Seal between cabinet base and cabinet base extender, and
- Seal space between cabinet base adapter/extender and foundation.

#### **13.4. MEASUREMENT AND PAYMENT**

No separate measurement will be made for the *cabinet base extender* as this will be considered incidental to the furnishing and installing the new hub cabinet.

## **14. COMMUNICATIONS HARDWARE**

### **14.1. DESCRIPTION**

#### **(A) Managed Ethernet Routing Switch**

Furnish and install managed Ethernet routing switches at locations as shown in the Plans. Ensure that the managed Ethernet routing switches provide Ethernet connectivity at transmission rates of 1000 megabits per second from each remote ITS device location to the STOC.

#### **(B) Ethernet Edge Switch**

Furnish and install hardened and managed field Ethernet edge switches (hereafter “edge switch”) for field devices at locations as shown in the Plans. Ensure that the edge switch provides Ethernet connectivity at transmission rates of 100 megabits per second from each remote ITS device location as shown in the Plans to the existing managed core Ethernet switch at the STOC.

#### **(C) Hub Cabinet**

Furnish and install Type 333 air-conditioned cabinets at locations as shown in the Plans to house managed Ethernet routing switches and fiber-optic splice enclosures described herein. Size the cabinet appropriately to fit all the equipment installed within the cabinet at the particular location. Size the cabinet to ensure ease of access to equipment and provide proper ventilation in order to maintain an internal operating environment that does not exceed the environmental operating ranges for devices placed within the cabinet.

#### **(D) UPS**

Furnish and install uninterruptible power supply (UPS) units for the managed Ethernet routing switches at locations as shown in the Plans. The UPS shall also include any ancillary equipment or incidental items, such as required mounting hardware and cabling.

### **14.2. MATERIALS**

#### **(A) Ethernet Switches**

##### **(1) Standards**

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

- IEEE 802.1D standard for media access control (MAC) bridges used with the Spanning Tree Protocol (STP),
- IEEE 802.1P standard for Quality of Service (QoS),
- IEEE 802.1Q standard for port-based virtual local area networks (VLANs),
- IEEE 802.1Q-2005 standard for MAC bridges used with the Multiple Spanning Tree Protocol,
- IEEE 802.1w standard for MAC bridges used with the Rapid Spanning Tree Protocol (RSTP),
- IEEE 802.1x standard for port based network access control, including RADIUS,
- IEEE 802.3 standard for local area network (LAN) and metropolitan area network (MAN) access and physical layer specifications, including auto negotiation of speed,
- IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX,

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- IEEE 802.3x standard regarding flow control with full duplex operation, and
- RFC 783 – TFTP
- RFC 854 – Telnet Protocol Specification,
- RFC 1112 – IGMP v1,
- RFC 1541 – Dynamic Host Configuration Protocol for IPv4,
- RFC 2030 – SNTP
- RFC 2068 – HTTP
- RFC 2236 – IGMP v2,
- RFC 2865 – RADIUS
- RFC 3414 – SNMPv3-USM
- RFC 3415 – SNMPv3-VACM

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

### (2) Functional Requirements

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

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

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### (3) Electrical Requirements

Ensure that the Ethernet switches have a minimum operating input of 110 VAC and a maximum operating input of 130 VAC. Ensure that if the switch requires operating voltages other than 120 VAC, supply the required voltage converter. Ensure that the maximum power consumption does not exceed 50 watts. Ensure that the Ethernet switches have diagnostic light emitting diodes (LEDs), including link, TX, RX, speed (for Category 5e ports only), and power LEDs.

### (4) Managed Ethernet Routing Switch

*Standards:* In addition to the IEEE networking standards for Ethernet communications listed above, provide the following additional standards for the managed Ethernet routing switches:

- IEEE 802.3ad supplement link aggregation,
- RFC 2131 – Dynamic Host Configuration Protocol for IPv4,
- RFC 2328 – Open Shortest Path First (OSPF) v2,
- RFC 2338 – Virtual Router Redundancy Protocol (VRRP),
- RFC 2362 – Protocol Independent Multicast Sparse Mode (PIM-SM),
- RFC 3376 – IGMP v3,
- RFC 3973 – Protocol Independent Multicast Dense Mode (PIM-DM).

*Mounting:* Provide a mounting kit to attach the managed Ethernet routing switch to a vertical rack rail in the cabinet. Due to space constraints in the cabinet, the switch may only occupy three RU. The switch may be modular and utilize a gigabit fiber uplink cable.

*Optical Ports:* Ensure that all single mode fiber-optic link ports operate at 1310 or 1550 nanometers. Include Type LC connectors, as specified in the Plans or by the Engineer. Do not use mechanical transfer registered jack (MTRJ) or ST type connectors. Provide six (6) fully functional single mode fiber-optic one Gbps ports with optical transceivers installed in the managed Ethernet routing switch. Each optical transceiver shall consist of fiber pairs; one fiber will transmit (TX) data and one fiber will receive (RX) data. Provide GBICs or small form-factor plug-able (SFP) ports that are user-configurable with 10 km, 25 km, or 50 km optics.

Provide long range one Gbps optical transceivers that consist of fiber pairs; one fiber will transmit (TX) data and one fiber will receive (RX) data. Provide optical transceivers that meet the following minimum requirements:

- Optical receiver sensitivity: -23 dBm,
- Optical transmitter power: 0 dBm,
- Maximum transmission distance: 50 km, and
- Operating wavelength: 1550 nm.

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

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*Port Security:* Ensure the managed Ethernet routing switch supports/complies with the following (remotely) minimum requirements:

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

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

- Provide full implementation of IGMPv2 snooping (RFC 2236),
- Provide full implementation of SNMPv1, SNMPv2c, and/or SNMPv3,
- Have a non-blocking architecture,
- Route and switch unicast and multicast traffic simultaneously at wire speed,
- Capable of mirroring any port to any other port within the switch,
- A multicast forwarding database that supports a minimum of 2048 entries in hardware.
- Support QoS queue management using weighted round robin (WRR) and strict priority (SP),
- Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLANs,
- Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports,
- Provide support for the following RMON–I groups, at a minimum,
  - Part 1: Statistics
  - Part 2: History
  - Part 3: Alarm
  - Part 9: Event
- Telnet/CLI,
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL), and
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.

*Network Security:* Provide a managed Ethernet routing switch supports/complies with the following (remotely) minimum network security requirements:

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

*Power Supplies:* Provide a managed Ethernet routing switch with redundant power supplies. Each power supply shall be able to supply full power to the switch. The switch shall auto select to an available power supply to maintain 120 VAC to the switch.

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

- Operating temperature range: 32°F to 140°F,
- Storage temperature range: -23°F to 158°F, and
- Operating relative humidity range: 5% to 95%, non-condensing.

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

The managed Ethernet routing switches shall meet or exceed the following environmental standards:

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

### (5) Managed Ethernet Edge Switch

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

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

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

Provide edge switches having a minimum of two optical 100 Base FX ports capable of transmitting data at 100 megabits per second. Ensure that each optical port consists of a pair of fibers, one fiber will transmit (TX) data and one fiber will receive (RX) data.

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

- Optical receiver sensitivity: -32 dBm,
- Optical transmitter power: -15.5 dBm,
- Typical transmission distance: 40 km, and
- Operating wavelength: 1310 nm.

*Copper Ports:* Provide an edge switch that includes a minimum of six copper ports. Provide Type RJ-45 copper ports and that auto-negotiate speed (i.e., 10/100 Base) and duplex (i.e., full or

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half). Ensure that all 10/100 Base TX ports meet the specifications detailed in this section and are compliant with the IEEE 802.3 standard pinouts. Ensure that all Category 5e unshielded twisted pair/shielded twisted pair network cables are compliant with the EIA/TIA-568-B standard.

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

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

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

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

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

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

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

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

Verify that the Ethernet edge switch manufacturer certifies their device has successfully completed environmental testing as defined in the environmental requirements section of the

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NEMA TS 2 standard. Verify that vibration and shock resistance meet the requirements of Sections 2.1.9 and 2.1.10, respectively, of the NEMA TS 2 standard. Ensure that the Ethernet switch is protected from rain, dust, corrosive elements, and typical conditions found in a roadside environment.

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

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

### **(B) UPS**

Provide UPS units that produce uninterruptible power and power conditioning for the managed Ethernet routing switches as shown in the Plans.

#### **(1) Standards**

Ensure that the UPS units comply with the following standards:

- ANSI,
- ASTM,
- CSA, and
- UL.

#### **(2) Functional**

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

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

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

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### **(3) Physical Features**

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

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

### **(4) Environmental Specifications**

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

- Operating temperature: 32°F to 120°F,
- Operating relative humidity: 0-95%,
- Storage temperature: 5° F to 140° F, and
- Storage relative humidity: 95%.

## **(C) Hub Cabinet**

### **(1) Standards**

Ensure that the hub cabinet complies with the following standards:

- ANSI;
- ASTM;
- IMSA ;
- ISO 9001;
- NEC;
- NEMA TS-2; and
- UL listed.

### **(2) Functional**

Furnish a Caltrans Type 333 hub cabinet meeting the following minimum requirements:

- Side-by-side, double doors on both front and rear of cabinet;
- Fiber-optic splice centers (paid separately);
- Grounding bus bar;
- 19-inch rack system for mounting of all devices in the cabinet;
- Pull-out shelf for laptop and maintenance use;
- Maintenance access connections;

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- Fluorescent lighting;
- Ventilation fans;
- 120VAC power supply;
- 120VAC ground fault circuit interrupter (GFCI)-protected duplex outlets for tools;
- 120VAC surge-protected duplex outlets for equipment;
- Sunshields;
- Lightning and surge protection on incoming and outgoing electrical lines (power and data);
- Managed Ethernet switch (paid separately);
- Power strip along vertical rail;
- Air conditioner for cooling Ethernet hub switch; and
- UPS with sufficient capacity to hold hub's electrical load for 4 hours, (paid separately).

### (3) Physical Features

Provide cabinets that are completely weatherproof to prevent the entry of water. Provide cabinet and door exterior seams that are continuously welded and all exterior welds are smooth. Provide cabinets with two full-size doors with three hinges, or a full-length stainless steel piano hinge, with stainless steel pins spot-welded at the top. Provide hinges that utilize stainless steel hinge pins. Provide hinges that are mounted so that they cannot be removed from the door or cabinet without first opening the door. Provide door and hinges braced to withstand a 100-pound per vertical foot of door height load applied vertically to the outer edge of the door when standing open. Ensure that there is no permanent deformation or impairment of any part of the door or cabinet body when the load is removed. Provide cabinet door fitted with a #2 Corbin lock. Provide two keys for each cabinet. Provide cabinet doors that are also pad lockable. Provide door openings that are double flanged on all four sides.

Provide cabinets constructed of unpainted sheet aluminum alloy H5052-H32 with a minimum thickness of 0.125 inch.

Provide the hub cabinet with sunshields outside to deflect solar heat away from the cabinet. The sunshields must be offset a minimum of one inch from the exterior cabinet walls. Ensure that the sunshields are fabricated from 5052-H32 aluminum sheet that is 0.125 inch thick, and that sunshield corners are rounded and smoothed for safety. Mount the sunshields on standoffs at the top and each side of the cabinet.

Provide doorstops at 90 and 180-degree positions. Ensure that both the door and the doorstop mechanism are of sufficient strength to withstand a simulated wind load of five pounds per square foot of door area applied to the both inside and outside surfaces without failure, permanent deformation, or compromising of door position and normal operation. Do not provide auxiliary police doors.

Ensure that cabinet doors include a gasket to provide a dust and weather-resistant seal when closed. Ensure that the gasket material is closed-cell neoprene and maintains its resiliency after exposure to the outdoor environment. Ensure that the gasket shows no sign of rolling or sagging, and provide a uniform dust and weather-resistant seal around the entire door facing.

Provide cabinets that include predrilled holes of standard diameter and bolt pattern with four (4) anchor bolts with each cabinet unit as part of the unit price bid. Provide a panel with each

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cabinet that matches the rest of the cabinet; and is held in place by four bolts provided with the panel. Drill or punch the panel to accommodate the bolts; the drill holes shall match the bolt pattern of the base cabinet of the cabinet. Provide a panel designed to be fitted in the interior of the cabinet and fabricated of the same material and thickness as the cabinet bottom.

Provide rails to create a cage to mount hardware, wiring panels and miscellaneous mounting brackets. Provide rails constructed of .1345-inch steel or .105-inch stainless steel. Provide rails with a keyhole design with slots 2 inches on center with a top opening of 5/8 inch in diameter to allow the insertion of a .625-inch by 1-inch carriage bolt. Ensure that the rails are 1.5 to 2 inches wide by .5 inches deep. Drill and tap the rails for 10-32 screws or rack screws with EIA universal spacing.

Provide rack assemblies that have a removable, standard 19-inch EIA compliant rack. The rack shall have a clearance between the rails of 17.5 inches.

Equip each cabinet with an aluminum storage compartment mounted in the rack assembly with the following dimensions ( $\pm 0.5$  inch): 16 inches wide, 14 inches long, and 1.75 inches deep. Provide compartment with ball-bearing telescoping drawer guides to allow full extension from the rack assembly. Ensure that when extended, the storage compartment opens to provide storage space for cabinet documentation and other miscellaneous items. Ensure that the storage compartment is of adequate construction to support a weight of 20 pounds when extended without sagging. Provide a top to the storage compartment that is hinged aluminum. Provide two (2) removable metal shelves with each cabinet.

Furnish a cabinet base extender with each hub cabinet that complies with the requirements of the “Cabinet Base Extender” section of these Project Special Provisions.

### **(4) Lighting**

Provide the field cabinet with two 20-watt fluorescent lamps and clear shatterproof shield assemblies which are mounted on the inside front and rear top of the cabinet. Ensure that these lamps are unobstructed and able to cast light on the equipment. Equip the field cabinet with door-actuated switches so that the lamps automatically turn on when either cabinet door is opened and go off when the doors are closed.

### **(5) Electrical**

Provide a service panel assembly to function as the entry point for AC power to the cabinet and the location for power filtering, transient suppression, and equipment grounding. Provide AC isolation within the cabinet. Configure cabinet to accept 120 VAC from the utility company.

Provide circuit breakers that are UL listed and have an interrupt capacity of 5,000 amperes and insulation resistance of 100 M $\Omega$  at 500 VDC. Provide power distribution blocks that are suitable for use as power feed and as junction points for two and three wire circuits. Ensure that the line side of each block is capable of handling up to 2/0 AWG conductors. Ensure that the AC neutral and equipment ground wiring and terminal blocks are isolated from the line wiring by an insulation resistance of at least 10 M $\Omega$  when measured at the AC neutral.

Provide UL listed surge protection devices according to the UL 1449, 2nd edition standard that comply with the NEMA requirements as detailed in the NEMA LS 1 (1992) standard.

Provide branch circuits, surge protection devices, and grounding for the ITS device-connected load served by the cabinet, including ventilation fans, internal lights, electrical

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receptacles, etc., as shown on the Plans. Terminate field wiring on terminal blocks with the voltage and current rating of the terminal block is greater than the voltage and current rating of the wire fastened to it.

Furnish a power distribution assembly that fits in the EIA 19-inch rack and provides for protection and distribution of 120VAC power.

Ensure that ground bus bars are fabricated from a copper alloy material compatible with copper wire. Use ground bus bars that have at least two positions where a #6 AWG stranded copper wire can be attached.

Mount the ground bus bar on the side of the cabinet wall adjacent to the service panel assembly for the connection of AC neutral wires and chassis ground wires. If more than one ground bus bar is used in a cabinet, use a minimum of a #10 AWG copper wire to interconnect them.

Wire into the cabinet's circuitry the connector harnesses for the ITS devices and other accessory equipment to be housed therein.

Terminate conductors on terminal blocks using insulated terminal lugs large enough to accommodate the conductor to be terminated. When two or more conductors are terminated on field wiring terminal block screws, use a terminal ring lug for termination of those conductors. Number all terminal block circuits and cover the blocks with a clear insulating material to prevent inadvertent contact.

### **(6) Ventilation**

Ensure the cabinet assembly can maintain the temperature and humidity within the environmental requirements of the hub switches.

Include two cooling fans with 100 CFM, minimum capacity. Provide thermostats to be incorporated into the ventilation system. Mount fans in the top of the cabinet.

Provide the cabinets with vent openings in the lower portion of the door to allow convection cooling of electronic components. Cover them fully on the inside with a commercially available disposable three layer graded type filter. All air entering the cabinet must pass through the air filter.

### **(7) Air Conditioner**

Furnish each hub cabinet with a rack mounted air-cooled air conditioner that operates on 120VAC. The air conditioner shall be fit within a 19-inch EIA communications rack and shall not be external mounted on the cabinet. The air conditioner shall be mounted in the bottom of the cabinet to avoid damage to any communications equipment.

The air conditioners shall have a built-in condensate evaporator and condensate drain fitting and hose to the outside of the cabinet. The air conditioner shall be rated for a minimum of 3500 BTU. There shall be low temperature control to prevent overcooling.

Provide EMI/RFI transient spike protection. Equip the cabinet and air conditioner with remote monitoring of high temperature and low airflow conditions. Intake air shall enter through cabinet door vent and be exhausted through top cabinet vents. Air conditioners shall be CFC free R134a refrigerant and shall use closed loop cooling. Insulate all cold components (coolant lines, compressor, evaporator, etc.) with high-performance insulation.

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Blower motors shall be UL listed. Ensure the blower motors are equipped with automatic reset thermal overload protection. Provide double sealed and double shielded ball bearings.

The air conditioners shall have permanent corrugated aluminum or stainless steel air filters. The filters shall be removable and washable.

All grilles shall be stainless steel.

### **(8) Environmental Requirements**

Ensure the cabinet assembly can maintain the temperature and humidity within the environmental requirements of the managed Ethernet routing switch.

## **14.3. CONSTRUCTION METHODS**

### **(A) Ethernet Switches**

Ensure that all communications hardware is UL listed.

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

Ensure that at a minimum, the switch configuration includes the following features: SNMP, STNP, Port Security, all required VLANs. Ensure unused switch ports are disabled. Ensure the as-built documentation includes the identification of all IP addresses and VLANs, and associated hardware devices and device locations. Configure the Ethernet network so the existing CCTV cameras and DMS will be in separate VLANs.

Ensure that the Regional ITS Engineer will be able to manage each Ethernet switch individually or as a group/cluster for switch configuration, performance monitoring, and troubleshooting. Note that these specifications require additional minimum management intelligence (i.e., Layer 2+) typical of most current industrial Ethernet deployments. Ensure that the edge switch includes Layer 2+ capability providing architecture standardization, open connectivity (i.e., interoperability), bandwidth management, rate limiting, security filtering, and general integration management of an advanced Ethernet switching architecture.

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

### **(B) Managed Ethernet Routing Switch**

Mount one managed Ethernet routing switch inside the new I-85/Trollingwood-Hawfields Road communications hub cabinet as shown on the Plans. Install SMFO jumpers with LC connectors to connect one buffer tube from the 144-strand cables to the west and to the east and the managed Ethernet routing switch as shown in the Plans.

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Mount one managed Ethernet routing switch inside the new I-40/Old NC 86 communications hub cabinet as shown on the Plans. Install SMFO jumpers with LC connectors to connect one buffer tube from the 144-strand cable to the west and to connect one buffer tube from the existing 24-strand cable the east and the managed Ethernet routing switch as shown in the Plans.

Mount one managed Ethernet routing switch inside the new I-85/US 15/501/US70 communications hub cabinet as shown on the Plans. Install SMFO jumpers with LC-ST connectors to connect the 72-strand cable to the west and the 72-strand cable to the east and the managed Ethernet routing switch as shown in the Plans. Ensure the connectors on the SMFO jumpers match the connectors on the respective patch panels.

### **(C) Ethernet Edge Switch**

Mount an Ethernet edge switch inside the existing DMS cabinet as shown on the Plans. For the DMS at MM 159.2 where the interconnect center is proposed, install SMFO jumpers with LC connectors to connect the interconnect center and the Ethernet edge switch to only the adjacent CCTV as shown in the Plans. At other four locations shown in the Plans, install SMFO jumpers with LC connectors to connect to connect the interconnect center and the respective Ethernet edge switch to an existing CCTV as shown in the Plans.

### **(D) Hub Cabinet**

#### **(1) General**

Ensure all cabinet wiring is tagged and identified by the use of insulated pre-printed sleeves and follows the project's cable identification scheme. Ensure that the wire markers identify usage in plain words with sufficient details without abbreviations or codes.

Use stranded copper for all conductors, including those in jacketed cables. Neatly arrange all wiring, firmly lace or bundle it, and mechanically secure the wiring without the use of adhesive fasteners. Route and secure all wiring and cabling to avoid sharp edges and to avoid conflicts with other equipment or cabling. Terminate all wiring on a terminal block, strip, bus bar, device clamp, lug, or connector. Do not splice any wiring. Label all wiring, cables, terminal strips, and distribution blocks with permanent and waterproof tags. Provide strain relief for all cabling with connectors, all cabling entering knockouts or ports at the equipment, and where appropriate.

Fasten all components of the cabinet assembly to be mounted on cabinet side panels with hex-head or Phillips-head machine screws. Install the screws into tapped and threaded holes in the panels. The components include, but are not limited to, terminal blocks; bus bars, panel and socket mounted TVSS, circuit breakers, accessory and equipment outlets, and DC power supply chassis. Configure each cabinet mounted UPS unit for remote monitoring from the STOC for the I-85/Trollingwood-Hawfields Road, I-40/Old NC 86, and I-85/US 15/501 hub cabinets.

Fasten all other cabinet components with hex-head or Phillips-head machine screws installed with nuts (with locking washer or insert) or into tapped and threaded holes. Fasten stud-mounted components to a mounting bracket providing complete access to the studs and mounting nuts. Ensure that all fastener heads and nuts (when used) are fully accessible within a complete cabinet assembly, and any component is removable without requiring removal of other components, panels or mounting rails. Do not use self-tapping or self-threading fasteners.

Furnish and install a 48" 120 VAC power strip vertically along one of the rear rails of the communications rack. Provide a power strip that has at least eight outlets along its length.

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Provide a cabinet that is ISO 9001 certified at the time of bid letting.

Equip the cabinet with lightning and surge protection described separately in these Project Special Provisions.

Locate the cabinet so as not to obstruct sight distance of vehicles turning on red.

Install base mounted cabinets as shown on the Plans and as approved by the Engineer. Install the required number of conduits as shown on the Plans plus two additional spare stubbed out conduits. Position the ends of conduits approximately 2 inches above the finished surface of the concrete base.

Mount the hub cabinet on a cabinet base extender in accordance with the “Cabinet Base Extender” section of these Project Special Provisions.

Mount surge protection devices in the cabinet for the particular field devices that will be connected to that cabinet.

Terminate power service wire, and data cabling on the appropriate terminal strips, surge protection devices or jacks in the cabinet with insulated terminal lugs or connectors. Use a calibrated ratchet-type crimping tool to install the insulated terminal lugs onto the field wires.

Terminate fiber-optic cable in the interconnect center and hub splice centers in the cabinet as described in these Project Special Provisions.

Label spare circuits of the data cables and connect them to the cabinet ground bus bar.

Neatly bundle and identify all field wiring cables in the cabinet with permanent waterproof tags.

Ground the hub cabinet in accordance with the requirements of these Project Special Provisions. Keep the ground wire from the cabinet ground bus bar to the ground rod assembly or array as short as possible. Ensure the ground wire is not in contact with any other part of the cabinet.

### **(E) UPS**

Install a UPS unit in each of the new hub cabinets at I-85/Trollingwood-Hawfields Road, I-40/Old NC 86, and I-85/US 15/501.

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

Install the UPS monitoring software on the ITS LAN workstations in the STOC to remotely monitor the UPS. Run the UPS diagnostics. Configure the remote monitoring to send email alerts.

Plug the power cord of the managed Ethernet routing switch into the UPS.

## **14.4. MEASUREMENT AND PAYMENT**

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

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installation materials, and configuration software necessary to complete this work, will be included and will be incidental.

*Managed Ethernet routing switch* will be measured and paid for as the actual number of managed Ethernet routing switches furnished, installed, and accepted.

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

*Hub cabinet* will be measured and paid as the actual number of hub cabinets furnished, installed, and accepted.

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

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Managed Ethernet Routing Switch	Each
Ethernet Edge Switch	Each
Hub Cabinet	Each

## **15. SUBMITTAL DATA**

### **15.1. DESCRIPTION**

Provide project documentation as described below.

### **15.2. SUBMITTALS**

#### **(A) General**

All documentation will be either 11" x 17" or 8½" x 11" format. No documentation may be smaller or larger than these formats. All submittals will be reviewed and approved by the Department. Absence of comment will not grant approval.

#### **(B) Project Construction Schedule**

Prepare and submit for approval by the Engineer a schedule of the proposed working progress on the project in accordance with the instructions and on forms furnished by the Department. Update and submit the schedule monthly.

The project schedule shall include a monthly schedule of values. At the end of each calendar month shown on the schedule, show a value (in dollars) of the cumulative project work projected to be completed. The proposed project schedule shall be submitted no later than seven days prior to the date of the project preconstruction conference and shall be approved before any work is begun on the project.

When conditions beyond the Contractor's control have adversely affected the Contractor's progress, or the Department has extended the completion date, the Contractor may submit a revised progress schedule to the Department for approval. Such revised progress schedule will not be approved unless accompanied by a detailed written statement giving the Contractor's reasons for the proposed revision.

The project construction schedule shall show at least:

- Major Activities,
- Critical Path,
- Task Dependencies,
- Float Time for Each Task,
- Project Start and Completion,
- Task Durations,
- Task Begin and End Dates,
- Milestones,
- Material Submittals,
- Submittal Review Periods,
- Equipment Deliveries,
- Sample and Material Testing,
- Acceptance and Demonstration Testing,
- Training,
- Observation Period,
- Final Acceptance.

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### **(C) Qualified Products**

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

The ITS & Signals Qualified Products List (QPL) is available on the North Carolina Department of Transportation's Website. Certain signal and communications equipment, material, and hardware shall be pre-approved on the QPL by the date of installation. Equipment, material, and hardware not pre-approved when required will not be allowed for use on the project. Consult the QPL Website to obtain pre-approval procedures.

### **(D) System Configuration Report**

Prepare a System Configuration Report to describe the proposed network architecture and its configuration. Provide a detailed description of the hardware and software to be installed. The report shall depict and describe:

- Network layout of the equipment and their connectivity
- Detailed listing of the hardware including brand and model numbers, functions and descriptions
- Detailed listing of the management, device, and routing VLAN configuration
- IP addressing scheme
- IP subnets, and masks if applicable
- Proposed configuration and guidelines for specific port assignments on each of the L2 and L3 devices
- Proposed configuration and guidelines for L2 broadcast storm prevention, loop prevention and fault tolerance mechanisms (Spanning Tree diagram with designated, blocking and forwarding ports indicated.
- Proposed configuration and guidelines to mitigate common security threats such as denial of service, man in the middle, MAC/IP spoofing and brute force dictionary attacks.
- Proposed configuration and guidelines for 802.1p Class of Service (COS) queue assignments

Submit the report and obtain approval before providing material submittals for the following packages of items:

- Central video equipment
- Ethernet switches, and
- Software.

### **(E) Test Plan**

Develop a Test Plan as described in the section "Testing and Acceptance" of these Project Special Provisions. Submit and obtain approval before beginning any testing.

### **(F) Submittal Requirements**

Provide written certification to the Department that all Contractor-furnished material is in accordance with the contract. When requested by the Department, provide additional certifications from independent testing laboratories and sufficient data to verify item meets applicable specifications. Ensure additional certification states the testing laboratory is

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independent of the material manufacturer and neither the laboratory nor the manufacturer has a vested interest in the other.

The intent of submittals is to show completely the materials meet the requirements of the Plans and Project Special Provisions and how the Contractor intends to construct or configure the materials. The Contractor shall clearly demonstrate in the submittals that the desired materials shall meet or exceed the requirements of the Plans and Project Special Provisions. Each submittal shall be sufficiently complete and detailed for the Department to review and approve the submittal. If the Department deems the submittal insufficient in detail or completeness for review or approval, the submittal will be returned as rejected. Additional time will not be granted for resubmittal.

Before material submittal data begins, provide to the Department a list of all submittals with approximate dates of submission that the Contractor intends to make. It is incumbent upon the Contractor to schedule reviews in a timely manner that will not delay his schedule.

Certain groups of materials are related in function and operate as a subsystem together. To ensure individual and subsystem compliance with the project requirements materials shall be submitted as packages as follows:

<b>Submittal Package</b>	<b>Description</b>
System Configuration Report	See subsection 18.2 (D) above.
Fiber-optic Cable	Fiber-optic Cable, Drop Cables, Splice Enclosures, Interconnect Centers, Hub Splice Centers, Splice Trays, Delineator Markers, Communications Cable Identification Markers
Communications Equipment*	GBICs, Managed Ethernet Routing Switches, Ethernet Edge Switches, Hub Cabinets, and UPS
Field Infrastructure	Conduit, Risers, Junction Boxes, Wood Poles, Guys, Electrical Service Equipment, and Misc. Hardware

\* Indicates submittal packages that cannot be submitted for review until the System Configuration Report has been submitted and approved.

Identify all proprietary parts in Contractor-furnished material. The Department reserves the right to reject material that uses proprietary components not commercially available through electronic supply houses.

For Contractor-furnished material listed on the QPL, furnish submittals in the format defined by the QPL.

For Contractor-furnished material not on the QPL, furnish three copies of the equipment list including three copies of catalog cuts. Identify proposed material on catalog cuts by a reproducible means (highlighter pen does not transfer to copies). Ensure material lists contain material description, brand name, manufacturer's address and telephone number, stock number, size, identifying trademark or symbol, and other appropriate ratings. For submittals showing a

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variety of models and parts available from the manufacturer, clearly identify by circles, marking our other means the specific materials for which approval is requested.

Allocate 40 days for the Department to review and respond to a submittal. Do not deviate from what is approved without approval by the Department. Do not fabricate or order material until receipt of the Department's approval. All submittals will be returned as either "Approved (as submitted)", "Approved as Noted" or "Rejected". The Contractor may proceed with fabrication or ordering for items marked "Approved". If an item is marked "Approved as Noted" without any stipulation for resubmittal, then the Contractor may proceed with fabrication or ordering. For any other notations, the Contractor shall revise the submittal, address comments, and resubmit for approval.

### **15.3. MEASUREMENT AND PAYMENT**

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

## **16. TESTING AND ACCEPTANCE**

### **16.1. GENERAL**

Conduct and complete successfully the following progressive series of tests before acceptance: field demonstration test prior to installation, installed standalone tests, system test of the network hardware, network management software and an operational test. Develop a comprehensive series of test plans for each device to determine the equipment was correctly installed and meets the requirements of materials, workmanship, performance, and functionality required in the plans and project special provisions. The test plans shall describe the functions to be tested, purpose of test, setup requirements, procedures to be followed, any inputs and expected outputs for each test, criteria for pass/fail and any required tools or test equipment. Any software testers shall be pre-approved by the Department.

Develop as part of the Test Plan a Traceability Matrix of all the individual subsystem functional requirements to be used to cross-reference each planned test to a specific contract requirement to be verified. This Test Evaluation/Traceability Matrix shall be used by the Engineer to crosscheck the functional requirements and the results.

A key element of test plans, where appropriate, is the introduction of forced errors into the functional test. The test plan shall check the actual result of the forced error against the anticipated result. Tests will be performed by the Contractor and witnessed by the Department. No deviation from the written test procedure shall be permitted without approval from the Engineer. Any changes to the approved test procedure to accommodate unforeseen events during the time of testing shall be documented in a copy of the master test procedure. Immediately following the conclusion of each test, the Department and the Contractor shall meet to agree on the results observed and recorded during the testing. This will form the basis for the conclusions reported in the test plan. All test results, notes, and observations shall be maintained in both electronic and hard copy. Maintain complete records of all test results during all stages of testing.

### **16.2. INSTALLED SITE TESTS**

Conduct an approved, standalone equipment installation test at the field site. Test all standalone functions of the field equipment using equipment installed as detailed in the plans, or as directed by the Engineer.

Complete approved test plan forms and turn them over to the Engineer for review as a basis for rejection or acceptance. Provide a minimum notice of 30 calendar days prior to all tests to permit the Engineer or his representative to observe each test.

If any unit fails to pass its stand-alone test, correct the unit or substitute another unit in its place, then repeat the test.

If a unit has been modified as a result of a standalone test failure, prepare a report describing the nature of the failure and the corrective action taken and deliver it to the Engineer prior to re-testing the unit. If a failure pattern develops, the Engineer may direct that design and construction modifications be made to all units without additional cost to the Department or an extension of the contract period.

Utilize vendor supplied device software to perform diagnostic tests of each device. The vendor supplied diagnostic software shall be provided to the Department before final acceptance.

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### **(A) Fiber-Optic Cable**

Conduct optical time domain reflectometer (OTDR) tests on the cable on the reel and after the cable is installed and terminated. Provide written notification a minimum of ten days before beginning fiber-optic cable testing.

In order to test the proposed trunk fiber-optic cable end to end, install temporary connectors on the cable at Trollingwood Hawfields Road. After the testing is successfully completed, removed the connectors, cap, and seal the ends of the cable.

After splicing is completed, perform bi-directional OTDR tests on each fiber, including unused fibers, to ensure the following:

- Fusion splice loss does not exceed 0.05 dB,
- Terminations and connections have a loss of 0.5 dB or less, and
- Reflection loss is 40 dB or greater for each connector.

Install a 1000-foot pre-tested launch cable between the OTDR and fiber-optic cable to be tested.

If exceeded, remake splices until the loss falls below 0.05 dB. The Engineer will record each attempt for purposes of acceptance.

Test the fiber-optic cable at both 1310 and 1550 nm.

Furnish durable labeled plots and electronic copies on a CD or DVD of test results for each fiber including engineering calculations demonstrating that OTDR test results meet or exceed the attenuation requirements and that optical properties of the cable have not been impaired. Clearly label each OTDR trace identifying a starting and ending point for all fibers being tested.

Provide engineering calculations and tests for fiber-optic cable that demonstrate the loss budget where the fiber originates and where the fiber meets an electronic device. The calculations shall summarize the optical losses versus the allowable losses for the communications equipment between each pair of communications hardware. Provide a summary section or spreadsheet with a labeled tabular summary showing each test segment with begin and end points and actual versus allowable losses. Label the manufacturer's make, model number, and software version of the OTDR used for testing.

Furnish one hard copy of each of the OTDR trace results and electronic copies of all trace results on a CD or DVD.

If any fiber exceeds the maximum allowable attenuation or if the fiber-optic properties of the cable have been impaired, take approved corrective action including replacement of complete segments of fiber-optic cable if required. Corrective action will be at no additional cost to the Department.

### **16.3. FINAL ACCEPTANCE**

Final system acceptance is defined as the time when all work and materials described in the Plans and these Project Special Provisions have been furnished and completely installed by the Contractor; all parts of the work have been approved and accepted by the Engineer.

Final acceptance shall not occur until:

- All system, and operational tests have been satisfactorily completed;

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- All punch-list discrepancies have been rectified; and
- All documentation has been delivered.

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**Project Special Provisions**  
*Based On*  
**NCDOT ITS and Signals Project Special Provisions**  
*Version 12.2*

**Not Valid Unless Signed – This Seal Applies to Section 17 Only.**

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## **17. TEMPORARY TRAFFIC CONTROL**

### **17.1. DESCRIPTION**

Furnish, install, maintain, relocate, and remove all temporary traffic control devices and measures necessary, in accordance with these Project Special Provisions, the Manual on Uniform Traffic Control Devices (MUTCD), the *2012 Standard Specifications* and *2012 Roadway Standard Drawings*, to maintain and control vehicular and pedestrian traffic in a safe and efficient manner during construction. All temporary traffic control devices and measures furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified in the contract.

### **17.2. GENERAL REQUIREMENTS**

#### **(B) Maintenance of Traffic**

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

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

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

#### **(C) Material and Equipment Storage and Parking**

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

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

#### **(D) Protection of Hazards**

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

**(E) Traffic Control Supervision**

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

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

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

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

**(F) Vehicular Access**

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

**(G) Pedestrian Access**

Maintain continuous and safe pedestrian access at all times, including but not limited to, all residences, businesses, schools and mailboxes. Conduct operations in such a manner as to limit the inconvenience to pedestrians. When existing pedestrian facilities are disrupted, closed, or relocated, provide temporary facilities that are detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Avoid pedestrian detours.

Protect open excavations within or adjacent to areas subject to pedestrian traffic from pedestrian intrusion by surrounding the excavation/hazard with orange plastic mesh construction fencing (also referred to as safety fence, tree protection barricade, warning fence, etc.) or other method approved by the Engineer. Do not use tape, flagging, rope or plastic chain strung between barricades, cones, or stakes.

Determine the extent of pedestrian needs through engineering judgment or by the traffic control supervisor responsible for the work zone. Inspect the work zone regularly so effective pedestrian traffic is maintained. When pedestrian movement through or around a work site is necessary, provide a separate usable footpath. If the previous pedestrian facility was accessible to pedestrians with disabilities, provide a footpath during temporary traffic control that is accessible. Do not have any abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. Provide barriers and channelizing devices that are detectable to pedestrians who have visual disabilities. Provide temporary pedestrian facilities that are made of concrete, asphalt or other suitable material as approved by the Engineer at all locations where the existing sidewalks have been removed for construction operations.

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

### **(H) Safety and Accident Protection**

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

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

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7(2) of the *Standard Specifications*.

### **17.3. TRAFFIC MANAGEMENT GENERAL NOTES**

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

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

#### **(G) Time Restrictions**

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

#### **(H) Lane And Shoulder Closure Requirements**

- 1) Remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed or as directed by the Engineer.
- 2) When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 ft of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02 unless the work area is protected by barrier or guardrail.
- 3) When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within 10 ft of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02 unless the work area is protected by barrier or guardrail.
- 4) When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the Roadway Standard Drawings, or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane.
- 5) Do not install more than one lane closure in any one direction on I-40 or I-85.

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### **(I) Traffic Control Devices**

When lane closures are not in effect space channelizing devices in work areas no greater in feet than twice the posted speed limit (mph) except, 10 ft on-center in radii, and 3 ft off the edge of an open travel way. Refer to *Standard Specifications for Roads and Structures* Sections 1130 (Drums) and 1135 (Cones) for additional requirements.

### **(J) Miscellaneous**

Law enforcement may be used to maintain traffic through the work area and/or intersections as directed by the Engineer.

### **(K) Pedestrians**

Refer to MUTCD Section 6D.01, "Pedestrian Considerations" and Section 6D.02, "Accessibility Considerations" for additional requirements and considerations for maintaining pedestrian mobility through work area.

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

## **17.4. MATERIALS**

### **(A) Work Zone Traffic Control Devices**

Refer to Division 10 of the Standard Specifications.

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

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

## **17.5. CONSTRUCTION METHODS**

### **(A) General**

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

Provide appropriate lighting in accordance with Section 105-14 of the *Standard Specifications*.

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

Maintain traffic in accordance with the Project Special Provisions, Division 11 of *Standard Specifications* and the following *Roadway Standard Drawings*: 1101.02, 1101.04, 1101.11, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, and 1165.01.

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

## **C-5600F – Fiber-Optic Communications System – Package B**

Final

### **(B) Work Zone Traffic Control Devices**

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

The Contractor may use either drums or cones in accordance with Articles 1130 and 1135 of the *Standard Specifications*. Use of skinny drums is not permitted.

### **(C) Temporary Lane Closures**

#### **(1) General**

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

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

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

Refer to *Roadway Standard Drawing* (RSD) No. 1101.02 for appropriate lane closure details. Use RSD No. 1101.02, Sheets 9 & 10, when working within mainline ramp gores on I-40/I-85.

#### **(2) Intersections**

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

### **(D) Law Enforcement**

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

Use a law enforcement officer(s) when the existing traffic signal at I-85 and Trollingwood/Hawfields Road must be taken out of operation in order to remove and replace the existing meter service. Provide a minimum of twenty four (24) hour notice to the local police department.

### **(E) Pedestrian Safety**

Install measures for separating pedestrian traffic from the work area and from adjacent vehicular traffic where pedestrian paths are evident or sidewalks are present. Use protective barricades, warning and guidance devices and signs to provide a safe, well-defined passageway for pedestrians. When a sidewalk must be closed temporarily to perform construction work, refer to Chapter 6D, "Pedestrian and Worker Safety," and Typical Applications 28 and 29 (TA-28 and TA-29) of the 2009 Edition of the *Manual on Uniform Traffic Control Devices* (MUTCD

## **C-5600F – Fiber-Optic Communications System – Package B**

Final

2009) for appropriate pedestrian traffic control measures. The MUTCD 2009 is available online at the following web address: <http://mutcd.fhwa.dot.gov>

### **17.6. MAINTENANCE AND INSPECTION**

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

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

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

If the name and telephone number of the agency, Contractor or supplier is shown on the non-retroreflective surface of all channelizing devices, use letters and numbers that are a non-reflective color and not over 2 inches in height.

### **17.7. FAILURE TO MAINTAIN TRAFFIC CONTROL**

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

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

### **17.8. MEASUREMENT AND PAYMENT**

*Temporary Traffic Control*, except law enforcement at the existing traffic signal at I-85 at Trollingwood Hawfields Road, will be paid at the contract lump sum price for temporary traffic control. No separate measurement and payment shall be made for temporary traffic control devices, signing, portable lighting, or other materials and measures required to maintain traffic in accordance with this contract. The price and payment below will be full compensation for all materials and work required to maintain traffic in accordance with these Project Special Provisions, the *Roadway Standard Drawings*, the MUTCD, and the *Standard Specifications*.

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

- Measurement and payment will not exceed 3 hours per police officer provided to direct traffic at a given signalized intersection during the removal and replacement of a controller cabinet.

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- Measurement and payment will not exceed 1 hour per police officer provided to direct traffic at a given signalized intersection while constructing a new conduit entrance into an existing cabinet foundation.

There will be no direct payment for marked law enforcement vehicles as they are considered incidental to the pay item.

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Traffic Control	Lump Sum
Law Enforcement	Hour

**EXECUTION OF BID**

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as Prequalified

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name
If Corporation, affix Corporate Seal and
Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name
If Corporation, affix Corporate Seal and
Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name
If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

\_\_\_\_\_ Full name of Firm

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Contractor, Individually

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.

**LISTING OF DBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address				

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

\*\* Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.*

*If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**LISTING OF DBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address				

**\*\* Dollar Volume of DBE Subcontractor \$ \_\_\_\_\_**

**Percentage of Total Contract Bid Price \_\_\_\_\_%**

**\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.**

**\*\* Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:  
 If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.  
 If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.**

DG00323

**S-11 Alamance, Orange and Durham Counties**

C-5600F

**ADDENDA**

ADDENDUM #1

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #3.

County : Alamance, Orange, Durham

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0003	4510000000-N	SP	LAW ENFORCEMENT	3 HR		
0004	7252000000-E	1710	MESSENGER CABLE (1/4")	21,777 LF		
0005	7279000000-E	1715	TRACER WIRE	48,925 LF		
0006	7301000000-E	1715	DIRECTIONAL DRILL (***** DIRECTIONAL DRILL (2) (2")	9,823 LF		
0007	7312000000-N	1716	JUNCTION BOX (***** JUNCTION BOX (SPECIAL-SIZED)	11 EA		
0008	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEA- VY DUTY)	56 EA		
0009	7372000000-N	1721	GUY ASSEMBLY	21 EA		
0010	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	12 EA		
0011	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) COMMUNICATIONS CABLE (144-FIBE R)	76,132 LF		
0012	7528000000-E	1730	DROP CABLE	987 LF		
0013	7540000000-N	1731	SPLICE ENCLOSURE	4 EA		
0014	7541000000-N	1731	MODIFY SPLICE ENCLOSURE	3 EA		
0015	7552000000-N	1731	INTERCONNECT CENTER	6 EA		
0016	7566000000-N	1733	DELINEATOR MARKER	59 EA		
0017	7980000000-N	SP	GENERIC SIGNAL ITEM 5/8" X 10' GROUNDING ELECTRODE	3 EA		
0018	7980000000-N	SP	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH	5 EA		

County : Alamance, Orange, Durham

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	7980000000-N	SP	GENERIC SIGNAL ITEM HUB CABINET	3 EA		
0020	7980000000-N	SP	GENERIC SIGNAL ITEM HUB CABINET FOUNDATION	3 EA		
0021	7980000000-N	SP	GENERIC SIGNAL ITEM HUB SPLICE CENTER	3 EA		
0022	7980000000-N	SP	GENERIC SIGNAL ITEM MANAGED ETHERNET ROUTING SWITC H	3 EA		
0023	7980000000-N	SP	GENERIC SIGNAL ITEM MODIFY ELECTRICAL SERVICE	3 EA		
0024	7980000000-N	SP	GENERIC SIGNAL ITEM UPS	3 EA		
0025	7990000000-E	SP	GENERIC SIGNAL ITEM UNDERGROUND CONDUIT (1) (2")	113 LF		
0026	7990000000-E	SP	GENERIC SIGNAL ITEM UNDERGROUND CONDUIT (2) (2")	39,803 LF		

1053/Sep27/Q197763.0/D185326100000/E26

Total Amount Of Bid For Entire Project :

**EXECUTION OF CONTRACT**

**Contract No: DG00323**

**County: ALAMANCE, ORANGE, DURHAM**

ACCEPTED BY THE DEPARTMENT

---

**Proposals Engineer**

---

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

---

**Division Engineer**

---

Date



**BID BOND  
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of President, Vice President, Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
Signature of Secretary, Assistant Secretary  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

**BID BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

**Signature of Member/  
Manager/Authorized Agent**

\_\_\_\_\_

Individually

\_\_\_\_\_

Print or type Signer's name

**BID BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Individual Name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**BID BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**BID BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_

Full name of Partnership

\_\_\_\_\_

Address as prequalified

By \_\_\_\_\_

Signature of Partner

\_\_\_\_\_

Print or type Signer's name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**BID BOND**  
**JOINT VENTURE (2 or 3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

and

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

and

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name