

**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
SBE ID/IQ PROPOSAL  
CONTRACT NO. MG00522  
PR 36237  
PO No.: 3600058218**

**CONTRACT ID:** MG00522  
**WBS ELEMENT NO:** GMR07.ORA.1N, GMR07.ORA.1P,  
GMR07.ORA.2P  
**COUNTY:** ORANGE  
**ROUTE.:** INTERSTATE, PRIMARY AND SECONDARY ROADS  
**LOCATION:** VARIOUS LOCATIONS  
**TYPE OF WORK:** INSTALL, REMOVE & REPAIR FENCE AS NEEDED

**CONTRACTOR:** MAOR PERETZ  
SUPER KACHER LLC DBA DMV GATES & SECURITY  
SOLUTIONS  
101 GLEN LENNOX DRIVE, SUITE 300  
CHAPEL HILL, NC 27517

**CONTRACT EXECUTED:** AUGUST 4, 2026

**RESIDENT ENGINEER:** A. Howell  
**PHONE NUMBER:** (919) 296-6080

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 7

**SMALL BUSINESS ENTERPRISE ID/IQ PROPOSAL**

**DATE AND TIME OF BID OPENING:** July 16, 2026, AT 2:00 PM

**CONTRACT ID:** MG00522

**WBS ELEMENT NO.:** GMR07.ORA.1N, GMR07.ORA.1P, GMR07.ORA.2P

**FEDERAL AID NO.:** STATE FUNDED

**COUNTY:** ORANGE COUNTY

**TIP NO.:** N/A

**MILES:** 0

**ROUTE NO.:** N/A

**LOCATION:** INTERSTATE, PRIMARY, AND SECONDARY ROADS

**TYPE OF WORK:** INSTALL, REMOVE & REPAIR FENCE AS NEEDED AT  
VARIOUS LOCATIONS

**NOTICE:**

UNDER THE PROVISIONS OF THIS PROGRAM, A N.C. GENERAL CONTRACTOR'S LICENSE IS NOT REQUIRED AND CONTRACT PAYMENT AND CONTRACT PERFORMANCE BONDS IS NOT REQUIRED. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, THOSE 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.

THIS IS A ROADWAY PROJECT.

BID BOND IS NOT REQUIRED.

**Super Kacher LLC dba/ DMV Gates & Security Solutions**

NAME OF BIDDER

**101 Glen Lennox Dr. Suite 300, Chapel Hill, NC 27517**

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. MG00522 IN ORANGE COUNTY, NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **MG00522**; 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 thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to be bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal. Payment and performance bonds are not required on this project. 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 *2024 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 Contract No. **MG00522** in **Orange County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* 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.

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## **INSTRUCTIONS TO BIDDERS**

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

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

#### **TRADITIONAL PAPER BIDS:**

1. Small Business Enterprise bidders shall submit a SBE Application for Certification Form within the NC Online Certification System on the Department's website and have been approved by the Office of Civil Rights prior to bidding. The SBE shall submit this form for approval at a minimum of one week prior to bidding.
2. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
3. In accordance with Article 102-3 of the Standard Specifications, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
4. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
5. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
6. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
7. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
8. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
9. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal shall include it on the bid, otherwise write your corporations name in the seal location.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
10. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
11. 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.
12. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 1584 YANCEYVILLE ST. GREENSBORO, NC 27405-6932, BY 2:00 PM ON, JULY 16, 2026.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – CONTRACT ID MG00522 – INSTALL, REMOVE & REPAIR FENCE AS NEEDED AT VARIOUS LOCATIONS ON INTERSTATE, PRIMARY, AND SECONDARY ROADS TO BE OPENED AT 2:00 PM ON, JULY 16, 2026.**

As well as the following information:

- a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.

- b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Address of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
  - d. SAP Vendor Number of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
  - e. Contractor License Number, if available, of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
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  
DIVISION OF HIGHWAYS, DIVISION 7**

**ATTN: Jennifer Sour  
1584 Yanceyville St.  
Greensboro, NC 27405-6932**

15. Questions should be emailed 7 calendar days prior to the bid opening to **Jennifer Sour** at **[jsour@ncdot.gov](mailto:jsour@ncdot.gov)**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

**PROJECT SPECIAL PROVISIONS - GENERAL****INTERESTED PARTIES LIST NOT REQUIRED:**

(6-21-22)(Rev. 2-20-24)

102

SP1 G02

Revise the *Standard Specifications* as follows:

The *Interested Parties List* sign up process is not applicable to this contract.

**Page 1-13, Article 102-3 PROPOSALS AND INTERESTED PARTIES LIST, lines 12-15,** delete the first paragraph.

**Page 1-14, Article 102-8 PREPARATION AND SUBMISSION OF BIDS, lines 43-44,** delete the first sentence of the first paragraph.

**HAUL ROADS:**

(7-16-24)

105

SP1 G04

Revise the *Standard Specifications* as follows:

**Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31,** add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

**CONTRACT TIME FOR ID/IQ:**

(2-15-22)(Rev. 4-15-25)

108

SP1 G11

The date of availability for this contract is **August 12, 2026**.

The completion date for this contract is **August 11, 2027**.

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.

Work shall be accomplished in a continuous manner once the contractor begins.

The liquidated damages for this contract will be assessed per the Mobilization and Liquidated Damages for ID/IQ provision located elsewhere in this contract.

**WORK ORDER ASSIGNMENT (SINGLE AWARDS) FOR ID/IQ:**

(2-15-22)(Rev. 4-19-22)

SPD 01-800A

Work orders will be assigned by the Engineer. The Contractor shall respond to the work order assignments with the anticipated start date, within three working days of notification unless

noted otherwise. Failure to complete work in accordance with contract provisions and completion date may result in liquidated damages.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment Form (Form IDIQ-1SA), and the Contractor is required to formally respond in writing for federal work orders within three working days, unless noted otherwise. The Work Order Assignment Form will also be used for any state ID/IQ contract in which the estimated work order cost meets the threshold for Performance and Payment Bonds in accordance with the Bonding Requirements for ID/IQ provision found elsewhere in this contract. For state ID/IQ contracts in which the work order assignment doesn't meet the threshold for bonds, the Department has the option to use the Work Order Assignment Form or other methods for work order assignments as agreed upon by the Engineer and Contractor.

The Contractor shall be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the work until completion and final acceptance of the work order. Multiple failures of the Contractor to mobilize and begin work on the work order within the agreed upon time frame or failure to complete the work within the given time frame may result in the Contractor being excluded from future work on this contract in accordance with the *Standard Specifications*.

#### **BONDING REQUIREMENTS FOR ID/IQ:**

(2-15-22)

SPD 01-810

For purposes of this ID/IQ contract, the following definitions apply:

**Project Agreement:** A transportation improvement with a defined scope of work; a written agreement between NCDOT and the Federal Government defining the extent of construction work to be undertaken in accordance with the submitted plans, specifications and estimates. Execution of the agreement prompts the authorization to proceed (construction funding).

**Project:** An undertaking issued to a contractor through a Work Order Assignment. The construction under a Project Agreement may be accomplished by one or more work order assignments, from one or more ID/IQ contracts. Note that for ID/IQ contracts this definition supersedes the definition in the Standard Specifications.

**Award:** The issuance of a signed Work Order Assignment by NCDOT shall constitute the notice of award of a project.

In accordance with North Carolina General Statute 44A-26, bonds are required on contracts awarded for any one project that exceeds \$500,000. Beyond statutory requirements, NCDOT policy requires payment and performance bonds on all projects where the engineer's estimate is \$450,000 or greater, all Asphalt Surface Treatment projects, and projects containing the 12-month guarantee provision. The limit for waiving bonds for all bridge replacement and major bridge rehabilitation projects (latex overlays, etc.) is \$300,000 based on the engineer's estimate. The decision of bonding of a work order assignment below the dollar amounts listed shall be at the discretion of the Division's evaluation of the risks associated with the project.

The need for contract payment and performance bonds will be determined at the Work Order Assignment level. The Work Order Assignment will notify the Contractor of an award of a

project and if required, to provide contract payment and performance bonds per Article 103-7 of the *Standard Specifications*. The Work Order Assignment replaces the Notification of Award Letter mentioned in Article 103-4(A) of the *Standard Specifications*.

**MOBILIZATION AND LIQUIDATED DAMAGES FOR ID/IQ:**

(2-15-22)

SPD 01-820

The Contractor shall mobilize to each location he is required to perform work. There will be no direct pay for Mobilization as it will be incidental to the other bid items. The only exception is if there is an Emergency Mobilization provision within the contract.

The Contractor will be provided a Work Order Assignment for each project with location(s), estimated quantities, and liquidated damages unless waived by the Engineer. Notification will be verbal followed by a faxed or emailed signed Work Order Assignment. There will be no minimum quantities for any line item associated with a particular mobilization. The Contractor shall complete the work identified on each Work Order Assignment.

The Contractor shall mobilize and complete the work within the time specified on the Work Order Assignment. Failure to complete the work by the completion date may result in the application of liquidated damages. Liquidated damage amounts will be based on the work order estimate and the liquidated damage table below.

| Work Order Value | Liquidated Damages (per calendar day) |
|------------------|---------------------------------------|
| \$0 - \$100K     | \$100.00                              |
| \$100K - \$200K  | \$250.00                              |
| \$200K - \$300K  | \$500.00                              |
| \$300K - \$500K  | \$600.00                              |
| \$500K - \$1M    | \$700.00                              |
| \$1M - \$2M      | \$850.00                              |

**RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT) FOR ID/IQ:**

(2-15-22)(Rev. 9-19-23)

SPD 01-840

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for **Two (2)** additional periods of one year each (maximum (3) three years total). Each year shall have a limit of **One Million Dollars (\$1,000,000.00)**.

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application of renewal of the contract, or thirty days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index over the latest twelve month period as published by the US Bureau of Labor and Statistics at <http://www.bls.gov/cpi> to be applied to new work order assignments. The Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Department of Transportation reserves the right to cancel this contract.

CPI adjustment values can be determined using the calculator on the NCDOT Construction website.

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing **90 DAYS BEFORE THE END OF THE CONTRACT PERIOD** if the contract may be extended. The Contractor must notify the Engineer in writing **WITHIN 60 CALENDER DAYS** of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

**DISPUTE RESOLUTION PROCESS FOR ID/IQ:**

(2-15-22)(Rev. 1-16-24)

SPD 01-850

If a question should arise on the contract or assignment of a work order, the contractor should notify the Engineer noted on the assignment documentation or the Division Engineer within 48 hours after the scheduled time of bid opening or work order assignment. The following should be included in the notification if applicable:

- (A) the contract for which bids were solicited;
- (B) the particular law, regulation, or contract specification violated;
- (C) a detailed description of the alleged violation; and
- (D) any other information deemed to be relevant.

Once the initial evaluation has been completed, the contractor may be asked to attend a meeting for further discussion and clarification.

Once a determination has been made, the contractor will be notified of the decision by the Division Engineer. If the decision does not meet the satisfaction of the contractor, they have 24 hours from the Division Engineer's notification to elevate the dispute to the Chief Engineer. The Chief Engineer will make the final decision and will not be subject to further review by NCDOT.

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

(2-20-07)

108

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 **INTERSTATE, US & NC** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**MONDAY THRU FRIDAY  
SUNRISE TO SUNSET  
FRIDAY SUNSET UNTIL MONDAY SUNRISE**

In addition, the Contractor shall not close or narrow a lane of traffic on **INTERSTATE, US & NC**, 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 **SUNRISE** December 31st and **SUNSET** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **SUNSET** the following Tuesday.
3. For **Easter**, between the hours of **SUNRISE** Thursday and **SUNSET** Monday.
4. For **Memorial Day**, between the hours of **SUNRISE** Friday and **SUNSET** Tuesday.
5. For **Independence Day**, between the hours of **SUNRISE** the day before Independence Day and **SUNSET** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **SUNRISE** the Thursday before Independence Day and **SUNSET** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **SUNRISE** Friday and **SUNSET** Tuesday.
7. For **Thanksgiving Day**, between the hours of **SUNRISE** Tuesday and **SUNSET** Monday.
8. For **Christmas**, between the hours of **SUNRISE** the Friday before the week of Christmas Day and **SUNSET** the following Tuesday after the week of Christmas Day.

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

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

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

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

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

(2-20-07)

108

SPI G14 A

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

**DAY AND TIME RESTRICTIONS****MONDAY THRU FRIDAY****SUNRISE TO SUNSET****FRIDAY SUNSET UNTIL MONDAY SUNRISE**

In addition, the Contractor shall not close or narrow a lane of traffic on **ANY SECONDARY ROAD**, 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 **SUNRISE** December 31st and **SUNSET** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **SUNSET** the following Tuesday.
3. For **Easter**, between the hours of **SUNRISE** Thursday and **SUNSET** Monday.
4. For **Memorial Day**, between the hours of **SUNRISE** Friday and **SUNSET** Tuesday.
5. For **Independence Day**, between the hours of **SUNRISE** the day before Independence Day and **SUNSET** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **SUNRISE** the Thursday before Independence Day and **SUNSET** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **SUNRISE** Friday and **SUNSET** Tuesday.
7. For **Thanksgiving Day**, between the hours of **SUNRISE** Tuesday and **SUNSET** Monday.
8. For **Christmas**, between the hours of **SUNRISE** the Friday before the week of Christmas Day and **SUNSET** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that

lane closures will not be required during these periods, unless otherwise directed by the Engineer.

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** 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)(Rev. 1-16-24)

108-6

SP1 G34

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

**FUEL PRICE ADJUSTMENT PAPER BID:**

(11-15-05)(Rev. 1-16-24)

109-8

SP1 G44

Revise the *Standard Specifications* as follows:

**Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS**, add the following:

The base index price for DIESEL #2 FUEL is **\$ 4.1012** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

| Description                                      | Units   | Fuel Usage<br>Factor Diesel |
|--------------------------------------------------|---------|-----------------------------|
| Unclassified Excavation                          | Gal/CY  | 0.29                        |
| Borrow Excavation                                | Gal/CY  | 0.29                        |
| Class IV Subgrade Stabilization                  | Gal/Ton | 0.55                        |
| Aggregate Base Course                            | Gal/Ton | 0.55                        |
| Sub-Ballast                                      | Gal/Ton | 0.55                        |
| Erosion Control Stone                            | Gal/Ton | 0.55                        |
| Rip Rap, Class _____                             | Gal/Ton | 0.55                        |
| Asphalt Concrete Base Course, Type _____         | Gal/Ton | 0.90 or 2.90                |
| Asphalt Concrete Intermediate Course, Type _____ | Gal/Ton | 0.90 or 2.90                |
| Asphalt Concrete Surface Course, Type _____      | Gal/Ton | 0.90 or 2.90                |
| Open-Graded Asphalt Friction Course              | Gal/Ton | 0.90 or 2.90                |
| Permeable Asphalt Drainage Course, Type _____    | Gal/Ton | 0.90 or 2.90                |

| <b>Description</b>                                | <b>Units</b> | <b>Fuel Usage<br/>Factor Diesel</b> |
|---------------------------------------------------|--------------|-------------------------------------|
| Sand Asphalt Surface Course, Type ____            | Gal/Ton      | 0.90 or 2.90                        |
| Ultra-thin Bonded Wearing Course                  | Gal/Ton      | 0.90 or 2.90                        |
| Aggregate for Cement Treated Base Course          | Gal/Ton      | 0.55                                |
| Portland Cement for Cement Treated Base Course    | Gal/Ton      | 0.55                                |
| > 11" Portland Cement Concrete Pavement           | Gal/SY       | 0.327                               |
| Concrete Shoulders Adjacent to > 11" Pavement     | Gal/SY       | 0.327                               |
| 9" to 11" Portland Cement Concrete Pavement       | Gal/SY       | 0.272                               |
| Concrete Shoulders Adjacent to 9" to 11" Pavement | Gal/SY       | 0.272                               |
| < 9" Portland Cement Concrete Pavement            | Gal/SY       | 0.245                               |
| Concrete Shoulders Adjacent to < 9" Pavement      | Gal/SY       | 0.245                               |

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form for Paper Bid* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form for Paper Bid* is included toward the end of this paper bid document when asphalt items noted in the chart as eligible for fuel adjustments are part of the project.

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form for Paper Bid*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form for Paper Bid* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

### **STEEL PRICE ADJUSTMENT:**

(4-19-22)(Rev. 12-20-22)

SP1 G47

### **Description and Purpose**

Steel price adjustments will be made to the payments due the Contractor for items as defined herein that are permanently incorporated into the work, when the price of raw steel mill products utilized on the contract have fluctuated. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

### **Eligible Items**

The list of eligible bid items for steel price adjustment can be found on the Departments website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Eligible%20Bid%20Items%20for%20Steel%20Price%20Adjustment.xlsx>

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Adjustments will only be made for fluctuations in the material cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill is defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

No steel price adjustments will be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the letting date.

### **Bid Submittal Requirements**

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department (State Contract Officer or Division Contract Engineer) along with the payment bonds, performance bonds and contract execution signature sheets in a single submittal. If Form SPA-1 is not included in the same submittal as the payment bonds, performance bonds and contract execution signature sheets, the Contractor will not be eligible for any steel price adjustment for any item in the contract for the life of the contract. Form SPA-1 can be found on the Department's website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1.xlsm>

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with "No", or left blank on the Bidder's Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

### **Establishing the Base Price**

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The indices will be calculated by the Department for the different categories found on the Product Relationship Table below. For item numbers that include multiple types of steel products, the category listed for that item number will be used for adjusting each steel component.

The bidding index for Category 1 Steel items is \$ **47.50** per hundredweight.  
 The bidding index for Category 2 Steel items is \$ **64.29** per hundredweight.  
 The bidding index for Category 3 Steel items is \$ **76.75** per hundredweight.  
 The bidding index for Category 4 Steel items is \$ **54.86** per hundredweight.  
 The bidding index for Category 5 Steel items is \$ **59.31** per hundredweight.  
 The bidding index for Category 6 Steel items is \$ **75.35** per hundredweight.  
 The bidding index for Category 7 Steel items is \$ **50.20** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **May 2026**.

MI = Monthly Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

*Product Relationship Table*

| <i>Steel Product (Title)</i>                               | BI, MI*                                  | Adjustment Date for MI            | Category |
|------------------------------------------------------------|------------------------------------------|-----------------------------------|----------|
| Reinforcing Steel, Bridge Deck, and SIP Forms              | Based on one or more Fastmarkets indices | Delivery Date from Producing Mill | 1        |
| Structural Steel and Encasement Pipe                       | Based on one or more Fastmarkets indices | Delivery Date from Producing Mill | 2        |
| Steel H-Piles, Soldier Pile Walls                          | Based on one or more Fastmarkets indices | Delivery Date from Producing Mill | 3        |
| Guardrail Items and Pipe Piles                             | Based on one or more Fastmarkets indices | Material Received Date**          | 4        |
| Fence Items                                                | Based on one or more Fastmarkets indices | Material Received Date**          | 5        |
| Overhead Sign Assembly, Signal Poles, High Mount Standards | Based on one or more Fastmarkets indices | Material Received Date**          | 6        |
| Prestressed Concrete Members                               | Based on one or more Fastmarkets indices | Cast Date of Member               | 7        |

\* BI and MI are in converted units of Dollars per Hundredweight (\$/CWT)

\*\* Material Received Date is defined as the date the materials are received on the project site. If a material prepayment is made for a Category 4-6 item, the Adjustment Date to be used will be the date of the prepayment request instead of the Materials Received Date.

Submit documentation to the Engineer for all items listed in the Contract for which the Contractor is requesting a steel price adjustment.

**Submittal Requirements**

The items in categories 1,2, and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification immediately upon arrival at the fabricator.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2, found on the Departments website at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx>

Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

**Step 1 (Form SPA -2)**

Utilizing Form SPA-2, submit separate documentation packages for each line item from Form SPA-1 for which the Contractor opted for a steel price adjustment. For line items with multiple components of steel, each component should be listed separately. Label each SPA-2 documentation package with a unique number as described below.

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").

Example: 412 - 1,  
412 - 2,  
424 - 1,  
424 - 2,  
424 - 3, etc.

- b. The steel product quantity in pounds
  - i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
    1. Department established weights of steel/iron by contract pay item per pay unit;
    2. Approved Shop Drawings;
    3. Verified Shipping Documents;
    4. Contract Plans;
    5. Standard Drawing Sheets;
    6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
    7. Manufacture's data.
  - ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.

- c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

#### Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

- 1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
  - a. Contract Number
  - b. Bidding Index Reference Month
  - c. Contract Completion Date or Revised Completion Date
  - d. County, Route, and Project TIP information
  - e. Item Number
  - f. Line-Item Description
  - g. Submittal Number from Form SPA-2
  - h. Adjustment date
  - i. Pounds of Steel
- 2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

#### Price Adjustment Conditions

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-3%20NCDOT%20Steel%20Price%20Adjustment%20Calculator.xlsx>

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month will be used as the basis for adjustment.

#### Price Adjustment Calculations

The price adjustment will be determined by comparing the percentage of change in index value listed in the proposal (BI) to the monthly index value (MI). (See included sample examples). Weights and date of shipment must be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

**Price increase/decrease will be computed as follows:**

$$\text{SPA} = ((\text{MI}/\text{BI}) - 1) * \text{BI} * (\text{Q}/100)$$

Where;

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of Contract time in accordance with Subarticle 108-10(B)(1).

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

Adjustments will be paid or charged to the Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustments to the subcontractor who performed the applicable work.

Delays to the work caused by steel shortages may be justification for a Contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

If an increase in the steel material price is anticipated to exceed 50% of the original quoted price, the contractor must notify the Department within 7 days prior to purchasing the material. Upon receipt of such notification, the Department will direct the Contractor to either (1) proceed with the work or (2) suspend the work and explore the use of alternate options.

If the decrease in the steel material exceeds 50% of the original quoted price, the contractor may submit to the Department additional market index information specific to the item in question to dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date

of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

**Extra Work/Force Account:**

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-3, the Engineer will determine and specify in the supplemental agreement, the need for application of steel price adjustments on a case-by-case basis. No steel price adjustments will be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments will be made as provided herein, except the Bidding Index will be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

Examples Form SPA-2

**Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date 8/31/2019Contract Line Item 237Line Item Description APPROX....LBS Structural SteelSequential Submittal  
Number 2

| Supplier            | Description of material           | Location information   | Quantity<br>in lbs. | Adjustment<br>Date |
|---------------------|-----------------------------------|------------------------|---------------------|--------------------|
| XYZ mill            | Structural Steel                  | Structure 3, Spans A-C | 1,200,000           | May 4, 2020        |
| ABC<br>distributing | Various channel & angle<br>shapes | Structure 3 Spans A-C  | 35,000              | July 14, 2020      |
|                     |                                   | Total Pounds of Steel  | 1,235,000           |                    |

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

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**Examples Form SPA-2****Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date August 31, 2019Contract Line Item 237Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00Sequential Submittal  
Number 2

| Supplier         | Description of material                    | Location information     | Quantity in lbs. | Adjustment Date   |
|------------------|--------------------------------------------|--------------------------|------------------|-------------------|
| XYZ mill         | Tubular Steel (Vertical legs)              | <u>-DFEB – STA 36+00</u> | 12000            | December 11, 2021 |
| PDQ Mill         | 4" Tubular steel (Horizontal legs)         | <u>-DFEB – STA 36+00</u> | 5900             | December 11, 2021 |
| ABC distributing | Various channel & angle shapes (see quote) | <u>-DFEB – STA 36+00</u> | 1300             | December 11, 2021 |
|                  | Catwalk assembly                           | <u>-DFEB – STA 36+00</u> | 2000             | December 11, 2021 |
| Nucor            | Flat plate                                 | <u>-DFEB – STA 36+00</u> | 650              | December 11, 2021 |
|                  |                                            | Total Pounds of Steel    | 21,850           |                   |

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

**Price Adjustment Sample Calculation (increase)**

---

Project bid on September 17, 2019

Line Item 635 "Structural Steel" has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$36.12/CWT = BI

450,000 lbs. of Structural Steel for Structure 2 at Station 44+08.60 were shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Structural Steel (Category 2) for May 2021 was \$64.89/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$36.12 / \text{CWT}$$

$$\text{MI} = \$64.89 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$64.89 / \$36.12 - 1) = (1.79651 - 1) = 0.79651162791$$

$$\text{Q} = 450,000 \text{ lbs.}$$

$$\text{SPA} = 0.79651162791 \times \$36.12 \times (450,000 / 100)$$

$$\text{SPA} = 0.79651162791 * \$36.12 * 4,500$$

$$\text{SPA} = \$129,465 \text{ pay adjustment to Contractor for Structural Steel (Structure 2 at Station 44+08.60)}$$

**Price Adjustment Sample Calculation (decrease)**

---

Project bid on December 18, 2018

Line Item 635 Structural Steel has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$46.72/CWT = BI

600,000 lbs. of Structural Steel for Structure 1 at Station 22+57.68 were shipped to fabricator from the producing mill in same month, August 2020.

Monthly Index for Structural Steel (Category 2) for August 2020 was \$27.03/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$46.72 / \text{CWT}$$

$$\text{MI} = \$27.03 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$27.03 / \$46.72 - 1) = (0.57855 - 1) = -0.421446917808$$

$$\text{Q} = 600,000 \text{ lbs.}$$

$$\text{SPA} = -0.421446917808 * \$46.72 * (600,000 / 100)$$

$$\text{SPA} = -0.421446917808 * \$46.72 * 6,000$$

$$\text{SPA} = \$ 118,140.00 \text{ Credit to the Department for Structural Steel (Structure 1 at Station 22+57.68)}$$

**Price Adjustment Sample Calculation (increase)**

---

Project bid on July 16, 2020

Line Item 614 Reinforced Concrete Deck Slab has a plan quantity of 241974 lbs.

Bidding Index Reference Month was May 2020. Bidding Index for Reinforced Concrete Deck Slab (Category 1) in the proposal was \$29.21/CWT = BI

51,621 lbs. of reinforcing steel and 52,311 lbs. of epoxy coated reinforcing steel for Structure 2 at Station 107+45.55 -L- was shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Reinforced Concrete Deck Slab (Category 1) for May 2021 was \$43.13/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$29.21 / \text{CWT}$$

$$\text{MI} = \$43.13 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$43.13 / \$29.21 - 1) = (1.47655 - 1) = 0.47654912701$$

$$\text{Q} = 103932 \text{ lbs.}$$

$$\text{SPA} = 0.47654912701 * \$29.21 * (103,932 / 100)$$

$$\text{SPA} = 0.47654912701 * \$29.21 * 1,039.32$$

SPA = \$14,467.33 Pay Adjustment to Contractor for Reinforced Concrete Deck Slab (Category 1) at Station 107+45.55 -L-

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08)(Rev. 6-16-26)

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> |
|---------------------------|--------------------------------------------|
| 2027 (7/01/26 - 6/30/27)  | 30% of Total Amount Bid                    |
| 2028 (7/01/27 - 6/30/28)  | 33% of Total Amount Bid                    |
| 2029 (7/01/28 - 6/30/29)  | 33% of Total Amount Bid                    |
| 2030 (7/01/29 - 6/30/30)  | 4% of Total Amount Bid                     |

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *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.

**SMALL BUSINESS ENTERPRISE (MULTI-YEAR MAINTENANCE CONTRACTS):**

(4-20-21)(Rev. 2-15-22)

SP1 G74

This contract is a multi-year maintenance contract let pursuant to the Small Business Enterprise provisions of N.C. General Statute §136-28.10. No minimum quantity of services is guaranteed to be awarded bidders under this contract. In accordance with N.C. General Statute §136-28.10, an award in a contract may be for an amount less but shall not exceed \$1,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

**RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR, § 200.216 **Prohibition on certain telecommunications and video surveillance services or equipment.**

**USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19)(Rev. 3-17-26)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107, NC GS 15A-300, American Security Drone Act of 2023 (ASDA), Office of Management and Budget (OMB) Memorandum M-26-02, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

**PROJECT SPECIAL PROVISIONS - ROADWAY****GENERAL:**

(3/5/25)

DIV 7

The Contractor shall install fence at various locations as directed by the Engineer. All fence locations will be staked by the Engineer before the Contractor begins work.

The Engineer will determine if the existing fence material is to be salvaged or replaced using Contractor furnished materials.

No work shall be performed for adjacent property owners in conjunction with this contract.

**NOTIFICATION OF OPERATIONS:**

(3/7/25)

DIV 7

The Engineer will notify the Contractor when repair locations are available. Notification will be made by telephone or email. The Contractor shall begin construction within fourteen (14) days after notification by the Engineer.

Liquidated damages for this contract are based on the mobilization and liquidated damages for ID/IQ specification located elsewhere in the contract. If the contractor has not started work within 14 calendar days after receiving notification. Liquidated Damages will begin on the 15<sup>th</sup> day after notification of work and will be charged for each and every day there after that the Contractor has not begun work.

The **Contractor shall notify the Engineer 24 hours in advance of beginning work** on each notification. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

**BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

**TIMBER AND LUMBER:**

(4-21-26)

235, 866, 1046, 1050, 1082, 1084, 1089, 1540

SP10 R82

Revise the *Standard Specifications* as follows:

**Page 2-23, Article 235-2 MATERIALS, line 26,** add the following as the third sentence of the fourth paragraph.

Use pressure treated wood bases meeting the requirements of Section 1082.

**Page 8-45, Article 866-2 MATERIALS, line 26,** replace “1076-7” with “1050-8”.

**Page 10-73, Subarticle 1046-3(C) Treated Timber Posts, line 8,** replace “treated southern pine” with “pressure treated southern pine”.

**Page 10-76, Subarticle 1050-2(A) General, line 3,** replace “Use treated southern pine meeting Articles 1082-2 and 1082-3” with “Use pressure treated southern pine meeting Articles 1082-2 and 1082-3”.

**Page 10-76, Subarticle 1050-2(A) General, lines 15-16,** replace “All round posts” with “All round wood posts and braces”.

**Page 10-76, Subarticle 1050-2(A) General, lines 19-20,** delete the last sentence of the third paragraph and replace with the following:

The pieces shall show at least 3 annual rings per inch and shall be at least 30% summerwood. All timber and lumber shall conform to the material characteristics detailed in the Southern Pine Inspection Bureau (SPIB) grading rules for the designated grade and may bear the mark of an American Lumber Standards Committee (ALSC) accredited agency.

**Page 10-177, Article 1082-1 GENERAL, lines 32-33,** delete the first sentence of the first paragraph and replace with the following:

Use southern pine timber and lumber graded in accordance with the current grading rules of the SPIB and manufactured by a Department pre-approved producer/supplier. All timber and lumber shall conform to the material characteristics detailed in the SPIB grading rules for No. 1 Dense or Select Structural (Sel Str.) and bear the mark of an ALSC-accredited agency.

**Page 10-177 and 10-178, Article 1082-1 GENERAL, lines 38-42 and line 1,** delete the second through fourth sentence of the second paragraph and replace with the following:

Use approved inspection companies listed on the Department’s pre-approved producer/suppliers list. The inspection agency must perform inspections of preservative treated materials in accordance with AWP Standard M2. Each item shall bear the brand, hammer mark, ink stamp or tag of the inspection agency to indicate it has been inspected. In lieu of commercial inspection, materials in Section 1082 manufactured by a facility that is audited by an ALSC-accredited agency and bearing the quality mark of that agency shall be acceptable for use. In addition, the Supplier must furnish Type 4 – Certified Test Reports and Type 6 – Supplier’s Certifications in accordance with Article 106-3. Type 6 – Supplier’s Certifications are required for each producer/supplier to include any chain of custody changes from the mill to the Department.

**Page 10-178, Article 1082-2 UNTREATED TIMBER AND LUMBER, line 7,** replace “Dense” with “Grade No. 1 Dense MC19”.

**Page 10-178, Subarticle 1082-3(A) General, line 13,** replace “lumber” with “timber and lumber” and replace “will not” with “with”.

**Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 22 and 24,** replace “Grade No. 1 Dense” with “Grade No. 1 Dense or Select Structural (Sel Str.)”.

**Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 24-27,** delete the third and fourth sentence of the first paragraph and replace with the following:

Timbers for bridges or fender systems that are 5 inches and thicker along the least dimension shall conform to Grade No. 1 Dense or Select Structural (Sel Str.).

**Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, line 28,** delete and replace the second paragraph with the following:

Timber for piles shall be southern pine and meet the requirements of ASTM D25.

**Page 10-178, Subarticle 1082-3(C) Guardrail Posts, Blockouts and related components, lines 33-34,** replace “Southern Pine, conforming to Grade No. 1. Rough lumber will be acceptable.” with “southern pine, conforming to Grade No. 1 Dense.”.

**Page 10-178, Subarticle 1082-3(D) Fence Posts and Braces, lines 37-39,** delete the first paragraph and replace with the following:

Sawn fence posts and braces shall be southern pine, S4S, and conform to Grade No. 1 Dense.

**Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, lines 42-44,** delete the first and second sentence of the first paragraph and replace with the following:

Lumber or timbers for sign posts shall conform to Structural Light Framing, Grade No. 1 Dense.

**Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, line 46,** delete the first sentence of the second paragraph.

**Page 10-179, Subarticle 1082-3(F) Poles, lines 2-3,** delete the first sentence of the first paragraph and replace with the following:

Timber for poles shall be either treated southern pine or coastal douglas-fir and meet the requirements of ANSI O5.1.

**Page 10-179, Subarticle 1082-4(A) General, line 8,** replace “AASHTO M 133 or AWWA Standards” with “AASHTO M 133 and AWWA Standards”.

**Page 10-179, Subarticle 1082-4(A) General, lines 14-15,** delete the third paragraph.

**Page 10-179, Subarticle 1082-4(A) General, line 19,** replace “”areas include” with “areas including, but not limited to,”.

**Page 10-179, Subarticle 1082-4(B) Timber Preservatives, line 24,** replace “AASHTO M 133 or AWP Standards U1” with “AASHTO M 133 and AWP Standards U1”.

**Page 10-179, Subarticle 1082-4(C) Bridges, Fender Systems and Piles, lines 27-28,** replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

**Page 10-179, Subarticle 1082-4(D) Guardrail Posts, Blockouts and Related Components, lines 32-33,** replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

**Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, lines 36 and 38,** replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

**Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, line 39,** replace “except require retention of preservative as below” with “Commodity Specification B. Posts, UC4A”.

**Page 10-180, Subarticle 1082-4(F) Sign Posts and Battens, line 2,** replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

**Page 10-180, Subarticle 1082-4(G) Poles, line 9,** replace “AASHTO M-133 or AWP Standard U1” with “AASHTO M 133 and AWP Standard U1”.

**Page 10-180, Subarticle 1084-1(A) Treated Timber Pile, line 16-17,** delete and replace the first paragraph with the following:

Treated timber piles shall meet the requirements of Section 1082.

**Page 10-195, Subarticle 1089-2(A)(1) Work Zone Signs (Stationary), line 44,** add the following sentence to the second paragraph:

Pressure treat wood posts in accordance with Section 1082.

**Page 15-18, Article 1540-2 MATERIALS, line 8,** replace “1082-3” with “1082”.

**WORK ZONE INSTALLER:**

(7-20-21)(Rev. 4-21-26)

1101

SP11 R04

Revise the *Standard Specifications* as follows:

**Page 11-4, Article 1101-14 WORK ZONE INSTALLER, lines 25-26,** delete the first sentence of the first paragraph and replace with the following:

When temporary traffic control consists of more than flagging operations, the Contractor shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way.

**CONES:**

(3-19-24)

1135

SP11 R35

Revise the *Standard Specifications* as follows:

**Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20**, delete the third sentence of the first paragraph, "Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways."

**FLAGGERS:**

(12-17-24)(Rev. 12-23-25)

1150

SP11 R50

Revise Section 1150 of the *Standard Specification* as follows:

**Page 11-13, Article 1150-1, DESCRIPTION**, add the following after line 31:

Alternatively, at the discretion of the Contractor, the Contractor may furnish, install, place in operation, repair, maintain, relocate, and remove remotely controlled Automated Flagging Assistance Devices (AFAD) or Temporary Portable Traffic Signal units (PTS units) to assist, supplement, or replace human flaggers for one-lane, two-way traffic maintenance during construction in accordance with this provision and the *Standard Specifications*.

For the purpose of this provision, an "approach" refers to a single lane of traffic moving in one direction toward a point of control or work zone. Flaggers, AFAD and PTS units are only used to control one lane of approaching traffic in a specific direction.

**Page 11-13, Article 1150-2, MATERIALS**, add the following after line 34:

Provide documentation to the Engineer that the AFAD or PTS units meets or exceeds the requirements of this special provision and is on the NCDOT APL or ITS and Signals QPL.

**(A) Automated Flagging Assistance Devices (AFAD)**

**(1) AFAD General**

Cover the automated gate arm with Department approved Type VII, VIII or IX retroreflective sheeting of vertical alternating red and white stripes at 16 inch intervals measured horizontally. When the gate arm is in the down position the minimum vertical aspect of the arm and sheeting shall be 4 inches. The retroreflectorized sheeting shall be on both sides of the gate arm. With the AFAD parked or positioned 2 feet outside or in a location deemed acceptable for the lane being controlled, the gate arm shall reach at least to the center of the lane but shall not exceed the width of the lane being controlled.

Design the system to be fail-safe. Provide a conflict monitor, malfunction monitoring unit, or similar device that monitors for malfunctions and prevents the display of conflicting indications. This system shall be electronic and operated by remote control.

**(2) AFAD Type I System: RED/YELLOW**

Provide a Red/Yellow AFAD with at least one set of CIRCULAR RED and CIRCULAR YELLOW lenses in a vertical configuration that are 12 inches in diameter. The bottom of the housing (including brackets) shall be at least 7 feet (2.1 meters) above the pavement.

This system is required to have yellow 12 inch aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. Provide signal heads, backplates, and LED modules listed on the ITS and Signals QPL available on the Department's website.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the steady CIRCULAR RED lens is illuminated and then ascends to an upright position when the flashing CIRCULAR YELLOW lens is illuminated. The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the steady CIRCULAR RED lens is illuminated.

To stop traffic, the AFAD shall transition from the flashing CIRCULAR YELLOW lens by initiating a minimum 5 second steadily illuminated CIRCULAR YELLOW lens followed by the CIRCULAR RED lens.

Once the CIRCULAR RED lens is displayed, the system is to have a minimum 2 second delay between the time the steady CIRCULAR RED is displayed and the time the gate arm begins to lower. The maximum delay between CIRCULAR RED and the time the gate arm lowers is 4 seconds. To permit stopped road users to proceed, the AFAD shall display the flashing CIRCULAR YELLOW lens and the gate arm shall be placed in the upright position.

Ensure the system monitors for a lack of yellow or red signal voltage, total loss of indication in any direction, presence of multiple indications on any approach and low power conditions.

Additional sets of CIRCULAR RED and CIRCULAR YELLOW lenses located over the roadway or on the left side of the approach and operated in unison with the primary set, may be used to improve visibility of the AFAD. If the set of lenses is located over any portion of the roadway that can be used by motor vehicles, the bottom of the housing (including brackets) shall be at least 15 feet (4.6 meters) above the pavement.

**(3) AFAD Type II System: STOP/SLOW**

Provide STOP/SLOW signs that are octagonal in shape, made of rigid material, and at least 36 inch x 36 inch in size. Letters shall be a minimum of 8 inches high. The STOP face shall have a red background with white letters and border.

The SLOW face shall be diamond shaped, orange, or yellow background with black letters and border. Cover both faces in a Department approved Type VII, VIII or IX retroreflective sheeting. The minimum mounting height for the sign faces shall be 7 feet above the pavement to the bottom of the sign.

The AFAD's STOP/SLOW signs shall be supplemented with active conspicuity devices by incorporating a stop beacon (red lens) and a warning beacon (yellow lens). The stop beacon shall be no more than 24 inches above the STOP face. Mount the warning beacon no more than 24 inches above or beside of the SLOW face. Except for the mounting locations, the beacons shall conform to the provisions of Chapter 4L of the MUTCD and have 12 inch signal lenses.

Strobe/flashing lights are an acceptable alternative to flashing beacons. If utilized, they shall be either white or red flashing lights located within the STOP face and white or yellow flashing lights within the SLOW face and conform to the provisions of Chapter 6D of the MUTCD. If used, the lens diameter shall be a minimum of 5 inches with a minimum height of 6 inches. Equip strobes/flashing lights for both dual and quad flash patterns.

Type B warning lights shall not be used in lieu of the beacons or the strobe lights.

The faces of the AFADs STOP/SLOW sign may include louvers. If louvers are used, design the louvers such that the aspect of the sign face to approaching traffic is a full sign face at a distance of 50 feet or greater.

A WAIT ON STOP (R1-7) sign and a GO ON SLOW (R1-8) sign shall be displayed to traffic approaching the AFAD. Position signs on the same support structure as the AFAD. Both signs shall have black legends and borders on white Type III sheeting backgrounds. Each of these signs shall be rectangular in shape and be at least 24 inch x 30 inch size with letters at least 6 inches high.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the STOP face is displayed and then ascends to an upright position when the SLOW face is displayed.

The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the STOP face is displayed.

When approaching motorists are to proceed, display the SLOW face and the warning beacon or strobes are to flash on the AFAD. When approaching motorists are will be stopped, display the STOP face and the stop beacon or strobes are to flash on the AFAD.

**To stop traffic, the AFAD will transition from the SLOW face to the STOP face by initiating a minimum 5 second change cycle. First, the warning beacon is to be**

steadily illuminated for the change cycle. If strobes are used in lieu of a warning beacon, they are to be placed in the quad flash pattern. At the end of the change cycle, the STOP face is to be displayed with the stop beacon flashing and the warning beacon or strobes are to stop flashing. Once the STOP face is displayed, the system is to have a minimum 2 second delay between the time the STOP face is displayed and the time the gate arm begins to lower. The maximum delay between the time the STOP face is displayed and the time the gate arm lowers is 4 seconds.

To permit stopped road users to proceed, the gate arm shall be placed in the upright position and the AFAD shall display the SLOW face and the warning beacon or strobes are to flash in the dual flash pattern.

Do not flash the stop beacon when the SLOW face is displayed, and do not flash the warning beacon when the STOP face is displayed.

#### **(B) Portable Traffic Signals (PTS) Units**

Provide PTS units with at least one set of CIRCULAR RED, CIRCULAR YELLOW, and CIRCULAR GREEN lenses in a vertical configuration that are 12 inch diameter aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. All signal heads, tunnel visors, and backplates shall be yellow in color.

The bottom of the housing (including brackets) shall be at least 7 feet above the pavement for single set units. Additional signal heads on units with more than one signal head shall be capable of extending over the travel lane.

#### **Communication Requirements**

All PTS units within the signal set up systems shall maintain communication at all times by either hardwire cable or wireless radio link communication. If the hardwire cable communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular and pedestrian traffic. Utilize radio communication with 900MHz frequency band and frequency hopping capability. The radio link communication system shall have a minimum range of 1 mile.

#### **Fault Mode Requirements**

Revert PTS units to a flashing red mode upon system default unless otherwise specified by the Engineer. Equip the PTS units with a remote monitoring system. Where cell communication availability exists, the remote monitoring system shall adhere to the remote monitoring system section of this provision.

**Remote Monitoring System**

The remote monitoring system (RMS) shall be capable of reporting signal location, battery voltage / battery history and system default. Provide a password protected website viewable from any computer with internet capability for the RMS. In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (i.e. red lamp on signal number 1). Equip the RMS with a mechanism capable of immediately contacting a minimum of three previously designated individuals via text messaging and/or email upon a default.

The running program operating the PTS units shall be always available and viewable through the RMS website. Maintain a history of the RMS operating system in each signal including operating hours and events and the location of the PTS units.

**Trailer / Cart**

The AFAD and PTS units may be mounted on either a trailer or a moveable cart system.

Finish all exterior metal surfaces with Federal orange enamel per AMS-STD-595, color chip ID# 13538 or 12473 respectively with a minimum paint thickness of 2.5 mils (64 microns).

Design and test the AFAD or PTS units trailer / cart to withstand an 80 MPH wind load while in the operational position. Provide independent certification that the assembly meets the design wind load.

Equip the AFAD or PTS units with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

Equip trailers in compliance with North Carolina Law governing motor vehicles and include a 12-volt trailer lighting system complying with *Federal Motor Carrier Safety Regulations 393*, safety chains and a minimum 2 inch ball hitch.

Provide a minimum 4 inch wide strip of fluorescent conspicuity sheeting retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The sheeting shall meet the ASTM requirements of Type VII, VIII or IX.

**Power System**

Design the systems to operate both with and without an external power source. Furnish transmitters, generators, batteries, controls and all other components necessary to operate the device.

Provide equipment that is solar powered and supplemented with a battery backup system that includes a minimum 110/120 VAC powered on-board charging system capable of powering the unit for 7 continuous days with no solar power. Each unit shall also be capable of being powered by standard 110/120 VAC power sources, if applicable.

Locate batteries and electronic controls in a locked, weather and vandal resistant housings.

**Page 11-14, Article 1150-3, CONSTRUCTION METHODS**, add the following after line 11:

Flaggers shall have a path to escape an errant approaching vehicle at all times, unimpeded by barrier, guardrail, guiderail, parked vehicles, construction materials, slopes steeper than 2:1, or any other obstruction at all times. If an unimpeded path cannot be maintained, the Contractor shall use AFAD or PTS units in lieu of a flagger.

Provide documentation to the Engineer prior to deploying the device that the AFAD or PTS units operator(s) are qualified flagger(s) that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider and that the qualified flagger(s) have received manufacturer training to operate that specific device. This training shall include proper installation, remote control operation, central control systems and maintenance of the AFAD or PTS units. The training shall take place off the project site where training conditions are removed from live traffic. The documentation shall include the names of the authorized trainer, the trainees, the device on which they have been trained and the date of the training. Provide updated documentation to the Engineer prior to deploying any additional operators.

Install advance warning signs and operate AFADs in accordance with the attached detail drawings in this provision.

Install advance warning signs and operate PTS units in accordance with *NCDOT Roadway Standard Drawings* No. 1101.02, Sheet 17.

AFAD and PTS units shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled. **At no time shall an AFAD unit controlling traffic through the work area be placed in an autonomous mode and/or left unattended.**

Signal timing and operation of PTS units shall be field verified and accepted by the Engineer before use.

Do not use AFAD or PTS units in locations where queueing from the AFAD or PTS units will extend to within 150 feet of a signalized intersection or railroad crossing. Do not use AFAD and PTS units as a substitute for or a replacement for a continuously operating temporary traffic control signal as described in Section 6F.84 of the MUTCD.

If used at night, illuminate each AFAD or PTS units as described in Section 6D of the MUTCD.

Provide a complete AFAD or PTS units that is capable of being relocated as traffic conditions demand.

If AFADs or PTS units become inoperative, be prepared at all times to replace the unit with the same type and model of AFAD or PTS units, revert to human flagging operations or terminate all construction activities requiring the use of the AFAD or PTS units until the AFAD or PTS units become operative or qualified human flaggers are available.

When the work requiring the AFAD or PTS units is not pursued for 30 minutes or longer, power off each AFAD or PTS units. Remove the AFAD or PTS units from the travel lane and relocate to a minimum of 5 feet from the edge line. AFAD gate arms shall be in the upright

position. Remove all traffic control devices from the road, place two cones by each AFAD or PTS units and all signs associated with the lane closure operation shall be removed or laid down. At the end of each workday, remove all AFADs or PTS units from the roadway and shoulder areas.

Ensure the system's wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each AFAD or PTS units. Ensure ambient mobile or other radio transmissions or adverse weather conditions do not affect the system.

In the event of a loss of communications, immediately display the flashing RED or STOP indication on all AFAD or PTS units.

#### **AFAD Specific Construction Methods**

The flagger/operator controlling the AFAD units shall be on the project site at all times. If multiple AFAD units are used, one AFAD unit shall be the Main AFAD unit and all other units shall be remote AFAD units. Ensure that each device meets the physical display and operational characteristics as specified in the MUTCD.

Multiple AFAD units may be controlled with **one** flagger/operator when the AFAD units meet each of the following requirements:

- (1) AFAD units are spaced no greater than the manufacturer's recommendations.
- (2) Both AFAD units can be seen at the same time from the flagger/operator's position, or the AFAD is operating on its own secure network with malfunction detection and notification to the flagger/operator.
- (3) The flagger/operator has an unobstructed view of approaching traffic in both directions from the flagger/operator position or the AFAD is operating on its own secure network, with cameras that provide the flagger/operator an unobstructed view of approaching traffic from both directions. The flagger/operator may control the AFAD units from a pilot vehicle.

If any of the above requirements are not met, flagger/operator control each AFAD unit.

AFAD operators may either control traffic at side streets or driveways between the AFAD units or operate the pilot car while operating the AFAD system if approved by the Engineer. AFAD units must continue to be within clear sight of the operator during these work activities.

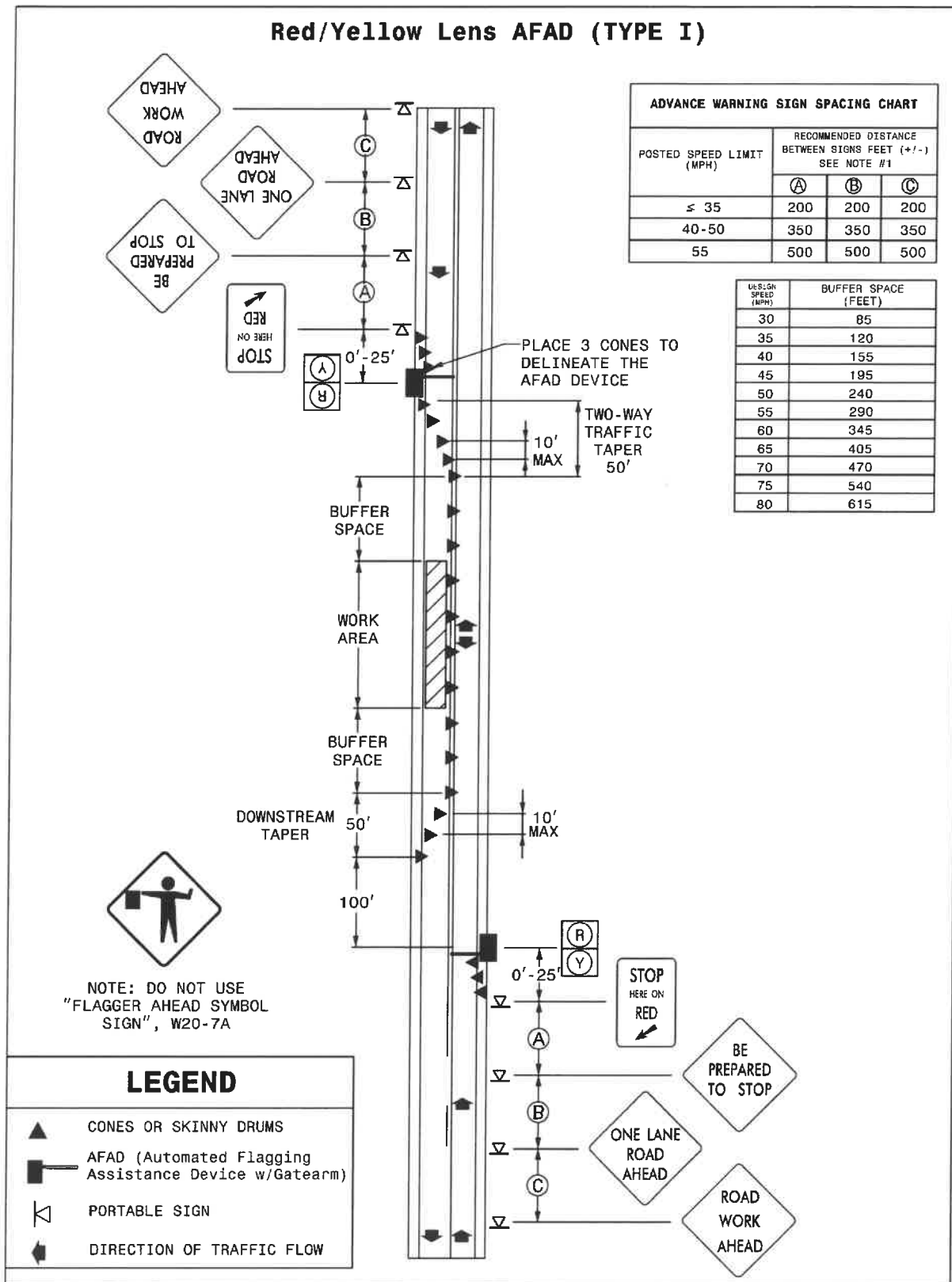
**Page 11-14, Article 1150-4, MEASUREMENT AND PAYMENT**, add the following after line 24:

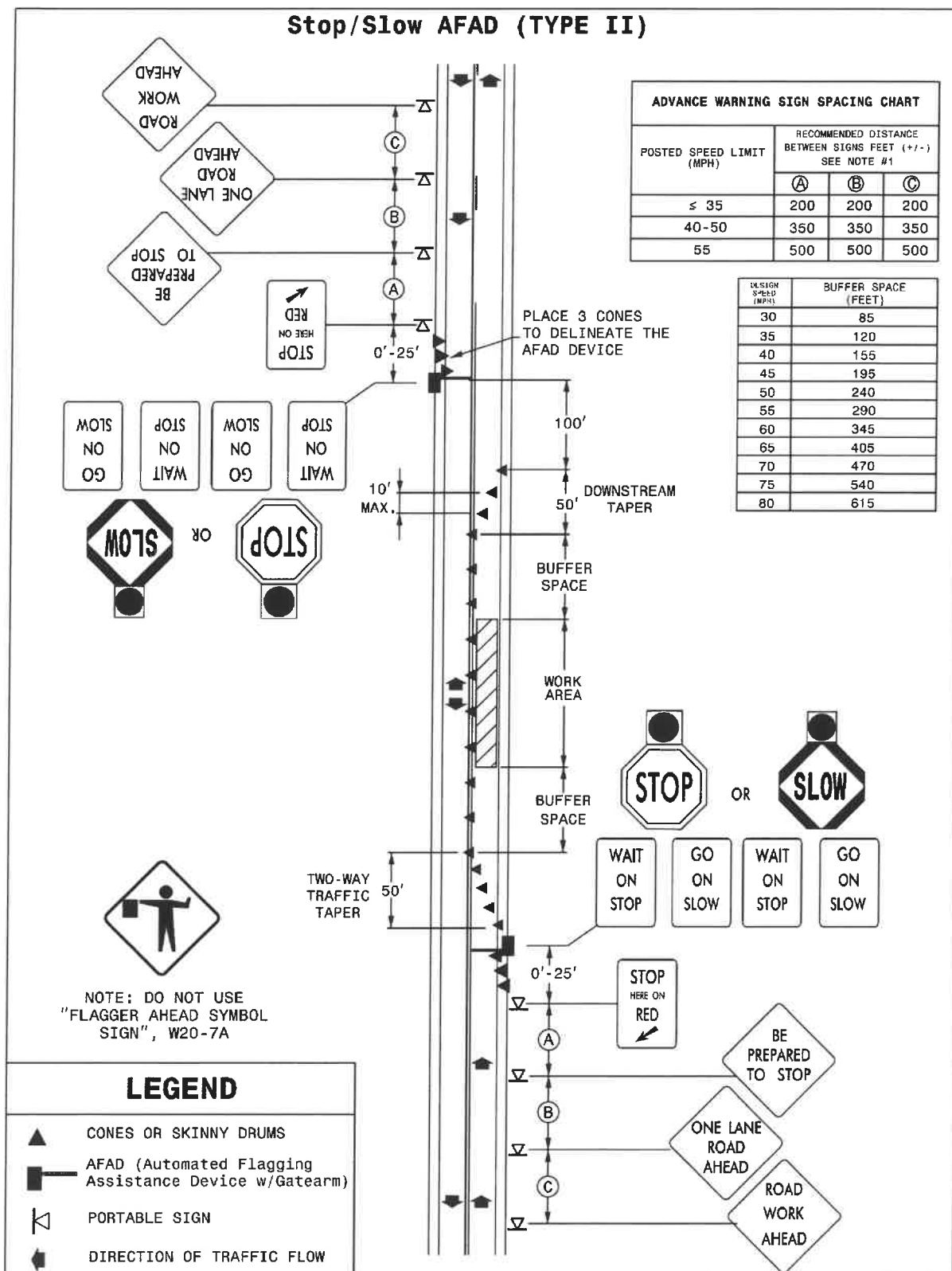
Each AFAD or PTS unit will be measured and paid for as *Flaggers* paid by day in accordance with Article 1150-4 of the *Standard Specifications*. Where the pay item for *Flaggers* is not included in the original contract then no separate payment will be made for this item and payment will be included in the lump sum price bid for *Temporary Traffic Control* found

elsewhere in this contract. Each approach controlled by AFAD or PTS units will be measured and paid as one flagger, irrespective of the number of devices used. If multiple PTS units are required to control a single approach, these units will collectively be considered as replacing one flagger.

No separate measurement or payment will be made for AFAD or PTS unit operators, as the cost of such including their training and operational costs shall be included in the unit or lump sum price for *Flaggers* or *Temporary Traffic Control*. Such price and payment also includes the relocation, maintenance, and removal during repair periods of AFAD or PTS units as well as the signal controller, communication, vehicle detection system, traffic signal software of PTS units and any other incidentals necessary to complete the work.

## Red/Yellow Lens AFAD (TYPE I)





**PROJECT SPECIAL PROVISIONS**  
**INSTALLATION OF BARBED WIRE**

3/5/25

866

DIV 7

Installation of Barbed Wire shall be in accordance with Section 866 of the *Standard Specifications* and the following revisions:

**Page 8-47, Subarticle 866-3C (3) Barbed Wire Fence**, delete the word ***Fence*** from the Title of the Subarticle and delete the word ***fence*** in paragraph one.

**Page 8-47, Subarticle 866-4 Measurement and Payment, *Additional Barbed Wire*, eleventh paragraph**, delete the word ***additional*** from the first and second sentence.

**Page 8-49, Subarticle 866-4 Measurement and Payment, *Additional Barbed Wire*, first paragraph**, delete the word ***additional*** from the pay item description. The new pay item description is ***Barbed Wire***.

### **REMOVAL AND DISPOSAL OF FENCE**

Div. 7, District 1

The removal of existing and/or damaged fence shall be as designated by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department.

The Contractor shall perform incidental clearing of the work area including the removal and disposal of stumps, trees, brush, fence components and any other objectionable material. All fence components removed shall become the property of the Contractor and shall be removed from the project in a timely manner. Open holes are to be backfilled with suitable material.

Components that have become misaligned shall not be removed but shall be realigned and used in the repair.

### **Measurement And Payment**

Remove and Dispose of Existing Fence will be measured and paid for in linear feet of fence that has been acceptably removed. Measurements shall be made prior to removal and shall be to the nearest foot of fence.

Remove and Dispose of Existing Fence Post will be measured and paid in units of each that have been acceptably removed.

No direct payment will be made for realignment of fence components as such work shall be considered incidental to the various items in the contract.

The above price and payment will be full compensation for all work involved including but not limited to incidental clearing, backfilling, and disposal of fence components.

Payment will be made under:

#### **Pay Item**

Remove and Dispose of Existing Fence Fabric  
Remove and Dispose of Existing Fence Post

#### **Pay Unit**

LF  
EA

**FENCE RESET**

(3-7-25)

867

DIV 7

Fence reset shall be in accordance with Section 867 and the following:

**Page 8-49, Article 867-1 CONSTRUCTION METHODS, line 8 insert after first sentence,**  
The Contractor shall replace deteriorated components with new components.

**BASIS OF PAYMENT:**

(3-7-25)

867

DIV 7

Fence reset shall be in accordance with Section 867 and the following:

**Page 8-49, Article 867-2 CONSTRUCTION METHODS, line 8 insert after first sentence,**  
The Contractor shall replace deteriorated components with new components.

**BASIS OF PAYMENT:**

(2/18/22)(Rev 3/25/25)

DIV 7

The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project. All work items, other than those listed on the Bid Form contained in the Contract Proposal, necessary to complete this work will be considered incidental in nature and no further compensation will be made.

The Contractor will submit a request for payment on an interval approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of the payment will be based on the work accomplished and accepted on the last day of the approved pay period.

Requests for payment can be made by submitting an **original** invoice and an **original Subcontractor Payment Information form (DBE-IS)**, which includes all subcontractor payments. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor

The invoice for work performed shall contain the following:

- 1) Company Name and Address
- 2) DUE UPON REQUEST
- 3) REMIT TO address (place REMIT TO above the address)

The invoice shall also be subdivided by worksite location and include at each location of work:

- 1) Contract and WBS number
- 2) Unique location identifier given by the Project Inspector or Engineer. This identifier is the Work Order Number assigned by the Engineer or Project Inspector.
- 3) General location of work site
- 4) Dates worked at location, including the start and end dates
- 5) Line Code for contract pay item
- 6) Quantity of line items, including Unit of Measurement, per the contract
- 7) Sub-total cost at each location of work

**RESUBMITTALS: If an invoice has been sent in for correction, the original invoice number must be shown. Do not renumber the invoice. Label the invoice as a resubmittal.**

**If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted to Austyn W Howell, Orange County Maintenance Engineer by mail at the following address:**

**Mr. Austyn W. Howell  
Orange County Maintenance Engineer  
2122 Clarence Walter Rd.  
Hillsborough, NC 27278**

**FAXED INVOICES WILL NOT BE PROCESSED**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. When the Engineer has determined the quantities submitted for payment by the Contractor are correct, the invoice will be processed for payment. Invoices must be "electronically scanned" and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments, the invoice should be positively identified and associated with the Purchase Order by including the Purchase Order Number, an invoice sequence number and the invoice date on the Invoice.

**STANDARD SPECIAL PROVISION****AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)(Rev. 1-16-24)

Z-2

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

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

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

**ERRATA**

(1-16-24)(Rev. 6-16-26)

Z-4

Revise the *2024 Standard Specifications* as follows:

**Division 1**

**Page 1-1, Article 101-2 ABBREVIATIONS, line 25,** replace "American Wood-Preservers' Association" with "American Wood Protection Association".

**Page 1-18, Article 102-10 BID BOND OR BID DEPOSIT, line 26,** replace " Subarticle 102-8(A)(8)(b)" with "Subarticle 102-8(A)(12)(b)".

**Page 1-20, Subarticle 102-14(A) State Funded Projects, line 3,** replace "\$30,000" with "\$40,000".

**Page 1-20, Subarticle 102-14(B) Federal Aid Projects, line 7,** replace "\$30,000" with "\$40,000".

**Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, line 21,** replace "Design-Build Unit" with "Alternative Delivery Unit".

**Page 1-36, Subarticle 104-12(D) Preliminary Review, line 37,** replace "Design-Build Unit" with "Alternative Delivery Unit".

**Page 1-37, Subarticle 104-12(E) Final Proposal, line 3,** replace "Design-Build Unit" with "Alternative Delivery Unit".

**Page 1-37, Subarticle 104-12(F) Design-Build VEPs, line 36,** replace "Design-Build Unit" with "Alternative Delivery Unit".

**Page 1-38, Subarticle 104-12(G) Modifications, line 1,** replace "Design-Build Unit" with "Alternative Delivery Unit".

### **Division 3**

**Page 3-5, Article 305-2 MATERIALS, after line 16,** replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

**Page 3-6, Article 310-2 MATERIALS, after line 9,** add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

### **Division 6**

**Page 6-15, Article 610-1 DESCRIPTION, line 20,** replace "The work includes" with "The work includes, but is not limited to,".

**Page 6-15, Article 610-1 DESCRIPTION, line 22,** replace "applying the tack coat as specified." with "applying the tack coat in accordance with Section 605.".

**Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39,** replace "QC process." with "QC process in accordance with Section 609.".

**Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13,** replace "*Hot Mix Asphalt Pavement*" with "*Asphalt Concrete \_\_\_\_\_ Course, Type \_\_\_\_\_*".

**Page 6-50, Subarticle 661-4(A) Equipment, lines 4-7,** replace the first two sentences of the seventh paragraph with the following:

When an erected fixed stringline is utilized for longitudinal profile and cross slope control furnish and erect the necessary guide line for the equipment.

### **Division 7**

**Page 7-18, Subarticle 710-10(A) General, lines 7-8,** delete "for *Surface Testing Concrete Pavement*" from the last paragraph.

### **Division 8**

**Page 8-27, Article 846-1 DESCRIPTION, line 8,** delete "4 inch" from the first paragraph.

**Division 9**

**Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with "Sign Erection, Relocate Type \_\_\_\_ (Ground Mounted)".**

**Division 10**

**Page 10-51, Article 1024-4 WATER, prior to line 1, delete the "unpopulated blank row" in Table 1024-2 between "Time of set, deviation from control" and "Chloride Ion Content, Max."**

**Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with "minimum".**

**Division 11**

**Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace "Where barrier units are moved more than one" with "Where barrier units are moved more than once".**

**Division 15**

**Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping" with "All labor, the manhole, other materials, excavation, backfilling, piping".**

**Division 16**

**Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."**

**Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".**

**Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".**

**Page 16-27, Article 1644-5 MEASUREMENT AND PAYMENT, line 31, replace "Article 1630-4" with "Article 1630-3".**

**Division 17**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 23, delete and replace "1.25" with "1-1/4".**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 24, delete and replace "(1.25" with " , 1-1/4".**

**PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)**

(3-18-03)(Rev. 3-18-25)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/divisions/plant-industry/plant-protection/plant-industry-plant-pest-quarantines> 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 present a hazard of spreading imported fire ant, guava root knot nematode, spongy moth (formerly known as gypsy moth), witchweed, cogon grass, or other regulated noxious weed or plant pest.

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

**TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 1/16/2024)

Z-6

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

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

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

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

**(a) Compliance with Regulations**

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they

may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

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

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

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

(d) Information and Reports

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

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

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

**(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))**

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or

agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

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

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

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

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

## 5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

## 6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

| Protected Categories                                                                                                               | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Examples                                                                                                               | Applicable Nondiscrimination Authorities                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Race and Ethnicity                                                                                                                 | An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group                                                                                                                                                                                                                                                                                                                                                     | Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>   |
| Color                                                                                                                              | Color of skin, including shade of skin within a racial group                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Black, White, brown, yellow, etc.                                                                                      |                                                                                                                                            |
| National Origin <i>(Limited English Proficiency)</i>                                                                               | Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person's accent is also covered)</i>                                                                                                                                                                                                                                                                                                                                                                                                | Mexican, Cuban, Japanese, Vietnamese, Chinese                                                                          |                                                                                                                                            |
| Sex                                                                                                                                | Gender. The sex of an individual.<br><i>Note: Sex under this program does not include sexual orientation.</i>                                                                                                                                                                                                                                                                                                                                                                                                              | Women and Men                                                                                                          | 1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.                                                                          |
| Age                                                                                                                                | Persons of any age                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 21-year-old person                                                                                                     | Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.                                                                         |
| Disability                                                                                                                         | Physical or mental impairment, permanent or temporary, or perceived.                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic                                                         | Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990                                                     |
| Religion (in the context of employment)<br><i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i> | An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i> | Muslim, Christian, Sikh, Hindu, etc.                                                                                   | Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i> |

**(3) Pertinent Nondiscrimination Authorities**

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

**(4) Additional Title VI Assurances**

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

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

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

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

**(HABENDUM CLAUSE)**

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

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

the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

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

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

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

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

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

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

(10-16-07) (Rev. 6-16-26)

Z-10

#### **Description**

The North Carolina Department of Transportation administers a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternative OJT Program. All Contractors will be automatically placed in the Alternative OJT Program.

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.

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

#### **Minorities and Women**

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special 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 Unit, will assign annual training goals based on the Contractor's activity over the past three years' on federal projects with the Department. At the beginning of each year, all eligible Contractors 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 implement a self-imposed on-the-job training program for the calendar year. This agreement will specify the annual training goals agreed upon by both parties. The number of training assignments may range from 1 to 15 per Contractor per calendar year, unless a higher number is agreed to by the Contractor. The Contractor shall sign an agreement committing 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.

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 special 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 trainees in each occupation shall be in their first year of 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 at minimum 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 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.

**WORK ZONE TRAFFIC CONTROL**

**Project Special Provisions**

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| Temporary Traffic Control | TC-2        |

Signed by:  
  
6DB495D96BA74A1...  
  
06/24/2026

## TC-2

MG00522

Orange County

### **TEMPORARY TRAFFIC CONTROL**

(9/1/2021) (10/13/2023) (Rev. 12/17/2024)

#### **GENERAL REQUIREMENTS**

Maintain traffic on all roads in accordance with Divisions 10, 11 and 12 of the *NCDOT Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs when work is within 40 feet from the edge of the travel lane in accordance with Standard Drawing No. 1101.01 of the *NCDOT Roadway Standard Drawings* prior to beginning any other work. If signs are installed more than 3 calendar days prior to the beginning of work, cover the signs until the work begins. Install each work zone advance warning sign separately and not on the same post or stand with any other sign.

When personnel and/or equipment are working within 15 feet of an open travel lane, close the nearest open shoulder using Standard Drawing No. 1101.04 of the *NCDOT Roadway Standard Drawings* unless the work area is protected by barrier or guardrail or a lane closure is installed.

When personnel and/or equipment are working within 5 feet of an open travel lane of an undivided facility, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *NCDOT Roadway Standard Drawings* unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working within 10 feet of an open travel lane of a divided facility, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *NCDOT Roadway Standard Drawings*, unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane using Standard Drawing No. 1101.02 of the *NCDOT Roadway Standard Drawings* or as directed by the Engineer.

Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not work simultaneously within 15 feet on both sides of an open travel way, ramp, or loop within the same location, unless protected with guardrail or barrier.

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.

At the discretion of the Contractor, automated flagging assistance devices (AFAD) or portable traffic signals (PTS) may be used to assist, supplement, or replace human flaggers in accordance with the *Flaggers* provision found elsewhere in this contract.

# TC-3

MG00522

Orange County

## Temporary Traffic Control (TTC)

Refer to Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *NCDOT Roadway Standard Drawings* when closing a lane of travel or shoulder in the work zone.

Notify the Engineer 30 calendar days prior to any traffic pattern alteration.

Ensure all necessary signing is in place prior to altering any traffic pattern.

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 feet on-center in radii, and 3 feet off the edge of an open travelway. Refer to *NCDOT Standard Specifications* Sections 1130 (Drums), 1135 (Cones), and 1180 (Skinny Drums) for additional requirements.

Place additional sets of three channelizing devices (Drums, Cones, or Skinny Drums) perpendicular to the edge of travelway on 100 to 500 feet centers, as directed by the Engineer, when unopened lanes are closed to traffic.

Place Type III Barricades with “ROAD CLOSED” sign R11-2 attached, of sufficient length to close the entire roadway.

Install black on orange “DIP” (W8-2) and/or “BUMP” (W8-1) signs in advance of the uneven area in accordance with Standard Drawing 1101.11, or as directed by the Engineer.

## Law Enforcement

Use uniformed Law Enforcement officers to control traffic at signalized intersections when the temporary traffic pattern cannot be controlled by the signal’s normal operation.

## Project Requirements

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

1. Prior to beginning work, the Contractor shall submit a written construction sequence for traffic control and construction lighting to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. If Lane Closure Restrictions apply, see Special Provision, “Intermediate Contract Times and Liquidated Damages”.

# TC-4

MG00522

Orange County

4. Contractor shall conduct operations in an order such that water does not accumulate.
5. The Contractor on this and any adjacent projects, or subcontractors working within this project shall coordinate lane closure location, type, and direction with the Engineer to best maintain lane continuity through the limits of this and adjacent projects.
6. Operate paving equipment and conduct paving operations in the same direction as the flow of traffic unless the operation is protected by barrier or guardrail or as directed by the Engineer. Maintain vehicular access in accordance with Section 1101-05 of the *NCDOT Standard Specifications*.
7. Provide appropriate construction lighting in accordance with Section 1413 of the *NCDOT Standard Specifications*.

## MEASUREMENT AND PAYMENT

*Law Enforcement* will be measured and paid in accordance with Section 1190-3.

*Temporary Traffic Control* shall include but not be limited to providing Signs (portable, stationary, and/or barricade mounted), including detour signing, Barricades, Truck Mounted Attenuators (TMA), Portable Changeable Message Signs (PCMS), Flashing Arrow Boards (FAB), Pilot Vehicle, Flaggers (including AFAD or PTS units), Cones, Skinny Drums and Drums as shown in the applicable Roadway Standard Drawings and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Measurement for *Temporary Traffic Control* will be made on the following applicable operations:

**Traffic Control Lane Closure (Each)** Shall be paid when a single lane or single lane and turn lane is closed on a two-lane one-way or a two or more lanes undivided with two-way traffic in accordance with *2024 Roadway Standard Drawings*.

- When traffic is narrowed and channeled through traffic control around the work area, the traffic control shall be paid for as a **Lane Closure**.
- When traffic is controlled with the use of flagman in accordance with the *2024 Roadway Standard Drawings*, the traffic control shall be paid for as a **Lane Closure** regardless of the number of lanes closed.

**Traffic Control Shoulder Closure (Each)** shall be paid when a shoulder is closed, and work is being performed from or equipment is on the shoulder adjacent to a divided or undivided facility in accordance with the *2024 Roadway Standard Drawings*.

- This work is not for **Divided Multilane Roadway** when used as a median shoulder closure, this will require a **Divided Multilane Roadway Single Lane Closure** set up.

## TC-5

MG00522

Orange County

- If work being performed is over the travel lane but the equipment is on the shoulder, traffic control shall be set up for closing the lanes in which work is being performed over.

**Traffic Control Divided Multilane Roadway Single Lane Closure (Each)** shall be paid when a single lane is closed, and more than a **Shoulder Closure** is required in accordance with the *2024 Roadway Standard Drawings*.

- There is no difference in payment when the closure is for the median or outside shoulder and a single lane is closed.
- When work is being performed in the median over the barrier wall, a separate traffic control shall set up and will be paid for as a second **Divided Multilane Roadway Single Lane Closure**.

**Traffic Control Divided Multilane Roadway Two or more Lane Closures (Each)** shall be paid when two or more lanes are closed, and more than a shoulder with a single lane closure is required in accordance with the *2024 Roadway Standard Drawings*.

Payment will be made under:

| Pay Item                                                                      | Pay Unit |
|-------------------------------------------------------------------------------|----------|
| Temporary Traffic Control Lane Closure                                        | EA       |
| Temporary Traffic Control Shoulder Closure                                    | EA       |
| Temporary Traffic Control Divided Multilane Roadway Single Lane Closure       | EA       |
| Temporary Traffic Control Divided Multilane Roadway Two or more Lane Closures | EA       |

**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

| Firm Name and Address      | Circle One     | Item No. | Item Description | * Agreed upon Unit Price | ** Dollar Volume of Item |
|----------------------------|----------------|----------|------------------|--------------------------|--------------------------|
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

\*\* Dollar Volume of MBE/WBE 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 MBE/WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

| Firm Name and Address | Circle One | Item No. | Item Description | * Agreed upon Unit Price | ** Dollar Volume of Item |
|-----------------------|------------|----------|------------------|--------------------------|--------------------------|
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| <b>Address</b>        | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| <b>Address</b>        | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| <b>Address</b>        | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| <b>Address</b>        | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| <b>Address</b>        | WBE        |          |                  |                          |                          |

**\*\* Dollar Volume of MBE Subcontractor** \$ \_\_\_\_\_**MBE Percentage of Total Contract Bid Price** \_\_\_\_\_ %**\*\* Dollar Volume of WBE Subcontractor** \$ \_\_\_\_\_**WBE 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 MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.**

**\*\* Dollar Volume of MBE/WBE 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.**

**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.

**\*AWARD LIMITS ON MULTIPLE PROJECTS\***

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

\_\_\_\_\_  
(Project Number)\_\_\_\_\_  
(County)\_\_\_\_\_  
(Project Number)\_\_\_\_\_  
(County)\_\_\_\_\_  
(Project Number)\_\_\_\_\_  
(County)\_\_\_\_\_  
(Project Number)\_\_\_\_\_  
(County)

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

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

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under Subarticle 102-8(A)(12) of the *Standard Specifications* shall be authorized to sign this form.

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****CORPORATION**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. §133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full name of Corporation

---

Address as prequalified

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

---

Print or type Signer's name

---

Print or type Signer's name

**CORPORATE SEAL**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****PARTNERSHIP**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full name of  
Partnership

---

Address as  
prequalified

---

Signature of Witness

---

Signature of Partner

---

Print or type Signer's name

---

Print or type Signer's name

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****LIMITED LIABILITY COMPANY**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER****Super Kacher LLC dba/ DMV Gates & Security Solutions**

Full name of Firm

**101 Glen Lennox Dr. Suite 300, Chapel Hill, NC 27517**

Address as prequalified

  
Signature of Witness  
Signature of **Member, Manager, Authorized Agent**  
*Select appropriate title***Raz Zarko**

Print or type Signer's Name

**Maor Peretz**

Print or type Signer's Name

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****JOINT VENTURE (2) or (3)**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

|     |                                             |                             |
|-----|---------------------------------------------|-----------------------------|
| (1) |                                             |                             |
|     | Name of Joint Venture                       |                             |
| (2) |                                             |                             |
|     | Name of Contractor                          |                             |
|     |                                             |                             |
|     | Address as prequalified                     |                             |
|     |                                             | By                          |
|     | Signature of Witness or Attest              |                             |
|     |                                             | Signature of Contractor     |
|     |                                             |                             |
|     | Print or type Signer's Name                 | Print or type Signer's Name |
|     | <i>If Corporation, affix Corporate Seal</i> | and                         |
| (3) |                                             |                             |
|     | Name of Contractor                          |                             |
|     |                                             |                             |
|     | Address as prequalified                     |                             |
|     |                                             | By                          |
|     | Signature of Witness or Attest              |                             |
|     |                                             | Signature of Contractor     |
|     |                                             |                             |
|     | Print or type Signer's Name                 | Print or type Signer's Name |
|     | <i>If Corporation, affix Corporate Seal</i> | and                         |
| (4) |                                             |                             |
|     | Name of Contractor                          |                             |
|     |                                             |                             |
|     | Address as prequalified                     |                             |
|     |                                             | By                          |
|     | Signature of Witness or Attest              |                             |
|     |                                             | Signature of Contractor     |
|     |                                             |                             |
|     | Print or type Signer's Name                 | Print or type Signer's Name |
|     | <i>If Corporation, affix Corporate Seal</i> |                             |

CORPORATE SEAL(S)

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

---

Print or type Individual Name

Trading and doing business as

---

Full name of Firm

---

Address as prequalified

---

Signature of Witness

---

Signature of Prequalified Bidder, Individual

---

Print or type Signer's Name

---

Print or type Signer's Name

**NON-COLLUSION, DEBARMENT GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

\_\_\_\_\_  
Print or type Individual Name\_\_\_\_\_  
Address as prequalified\_\_\_\_\_  
Signature of Prequalified Bidder, Individually\_\_\_\_\_  
Print or type Signer's Name\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Print or type Signer's name

**DEBARMENT CERTIFICATION**

## Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

**ITEMIZED PROPOSAL FOR CONTRACT NO. MG00522**

CONTRACT NO.: MG00522

WBS ELEMENT NO.: GMR07.ORA.1N &amp; GMR07.ORA.1P, GMR07.ORA.2P

COUNTY: ORANGE COUNTY

DESCRIPTION: INSTALL, REMOVE &amp; REPAIR FENCE AS NEEDED AT VARIOUS LOCATIONS ON INTERSTATE AND PRIMARY ROUTES

| ITEM NO. | SECT. | DESCRIPTION                                  | QNTY | UNIT | UNIT PRICE | AMOUNT BID  |
|----------|-------|----------------------------------------------|------|------|------------|-------------|
| 1        | 866   | WOVEN WIRE FENCE, 48" FABRIC                 | 1000 | LFT  | \$15.00    | \$15,000.00 |
| 2        | 866   | 4" TIMBER FENCE POST, 7.5' LONG              | 50   | EA   | \$180.00   | \$9,000.00  |
| 3        | 866   | 5" TIMBER FENCE POST, 8' LONG                | 50   | EA   | \$205.00   | \$10,250.00 |
| 4        | 866   | CHAIN LINK FENCE, 48" FABRIC                 | 200  | LFT  | \$20.00    | \$4,000.00  |
| 5        | 866   | CHAIN LINK FENCE, 60" FABRIC                 | 200  | LFT  | \$22.00    | \$4,400.00  |
| 6        | 866   | CHAIN LINK FENCE, 72" FABRIC                 | 50   | LFT  | \$26.00    | \$1,300.00  |
| 7        | 866   | METAL LINE POST FOR 48" CHAIN LINK FENCE     | 50   | EA   | \$95.00    | \$4,750.00  |
| 8        | 866   | METAL TERMINAL POST FOR 48" CHAIN LINK FENCE | 10   | EA   | \$165.00   | \$1,650.00  |
| 9        | 866   | METAL LINE POST FOR 60" CHAIN LINK FENCE     | 30   | EA   | \$105.00   | \$3,150.00  |
| 10       | 866   | METAL TERMINAL POST FOR 60" CHAIN LINK FENCE | 10   | EA   | \$175.00   | \$1,750.00  |
| 11       | 866   | METAL LINE POST FOR 72" CHAIN LINK FENCE     | 10   | EA   | \$110.00   | \$1,100.00  |
| 12       | 866   | METAL TERMINAL POST FOR 72" CHAIN LINK FENCE | 10   | EA   | \$185.00   | \$1,850.00  |
| 13       | 867   | 48" WOVEN WIRE FENCE REST                    | 150  | LFT  | \$10.00    | \$1,500.00  |
| 14       | 867   | 48" CHAIN LINK FENCE RESET                   | 200  | LFT  | \$12.00    | \$2,400.00  |
| 15       | 867   | 60" CHAIN LINK FENCE RESET                   | 200  | LFT  | \$12.00    | \$2,400.00  |
| 16       | 867   | 72" CHAIN LINK FENCE RESET                   | 200  | LFT  | \$15.00    | \$3,000.00  |
| 17       | SP    | BARBED WIRE                                  | 750  | LFT  | \$5.00     | \$3,750.00  |
| 18       | SP    | REMOVE AND DISPOSE OF EXISTING FENCE FABRIC  | 1500 | LFT  | \$6.00     | \$9,000.00  |
| 19       | SP    | TEMPORARY TRAFFIC CONTROL LANE CLOSURE       | 60   | EA   | \$1,010.00 | \$60,600.00 |

| ITEM NO. | SECT. | DESCRIPTION                                                             | QNTY | UNIT | UNIT PRICE | AMOUNT BID  |
|----------|-------|-------------------------------------------------------------------------|------|------|------------|-------------|
| 20       | SP    | REMOVE AND DISPOSE OF EXISTING FENCE POST                               | 250  | EA   | \$51.00    | \$12,750.00 |
| 21       | SP    | TEMPORARY TRAFFIC CONTROL DIVIDED MULTILANE ROADWAY SINGLE LANE CLOSURE | 40   | EA   | \$910.00   | \$36,400.00 |

**TOTAL BID AMOUNT** \$190,000.00

Contractor: Super Kacher LLC dba/ DMV Gates & Security Solutions

Address: 101 Glen Lennox Dr. Suite 300, Chapel Hill, NC 27517

Phone: 202-505-4445 Federal ID: 82-4045053

Contractor License Number (If Available): NCLBGC71907

Authorized Agent: Maor Peretz Title: CEO & Founder

Signature:  Date: July 13, 2026

MG00522 N/A

U-1

Orange County

**Execution of Contract**

**Contract No: MG00522**

**County: ORANGE COUNTY**

ACCEPTED BY THE DEPARTMENT

DocuSigned by:

*Jennifer Saur*

B2132330520...

**DIVISION CONTRACT ENGINEER**

08/04/2026

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

Signed by:

*W. R. Archer III*

A54244BEB57442F...

**DIVISION ENGINEER**

08/04/2026

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

**DMV GATES**

\*\*\*  
CUSTOM GATES & SECURITY SOLUTIONS

Quotation for

**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
INSTALL, REMOVE & REPAIR FENCE AS  
NEEDED AT VARIOUS LOCATIONS ON INTERSTATE,  
PRIMARY, AND SECONDARY  
ROADS - ORANGE COUNTY  
CONTRACT ID: MG00522**

Submitted by:

**Super Kacher LLC dba DMV Gates & Security Solutions**



July 16, 2026

**Ms. Jennifer A. Sour, Division Contract Engineer**  
North Carolina Department of Transportation (NCDOT)  
Division of Highways – Division 7  
1584 Yanceyville Street  
Greensboro, NC 27405-6932

101 Glen Lennox Dr.  
Suite 300  
Chapel Hill, NC 27517  
T: 202-505-4445  
[www.dmv-gates.com](http://www.dmv-gates.com)

**Subject: Quotation for Contract ID: MG00522 - Install, Remove & Repair Fence as Needed at Various Locations on Interstate, Primary, and Secondary Roads - Orange County**

Dear Ms. Sour and members of the Selection Committee:

The North Carolina Department of Transportation (NCDOT) maintains an extensive transportation network throughout Orange County, where right-of-way fencing plays a critical role in protecting motorists, preserving public infrastructure, and supporting safe roadway operations. As a current NCDOT contractor, DMV Gates & Security Solutions understands these priorities and is committed to delivering responsive on-call fence installation, repair, and maintenance services with quality workmanship in support of the Department's maintenance objectives.

### *Why Us?*

-  **Proven NCDOT Experience.** We are a North Carolina Small Business Enterprise (SBE #9000016671) and is currently performing NCDOT Contract D4POC0166 – On-Call Right-of-Way Fence Installation and Repair for Division 4. This ongoing contract demonstrates our ability to execute the same scope of work under NCDOT standards, providing on-demand fence installation, repair, replacement, and maintenance services across six North Carolina counties while meeting safety, quality, and schedule requirements.
-  **Responsive On-Call Project Delivery.** Our team is experienced in managing multiple work orders across geographically dispersed locations, enabling rapid mobilization and efficient coordination from work order receipt through completion. Supported by dedicated field crews, project management, and established operating procedures, we consistently deliver timely, well-coordinated services.
-  **Safe, Quality Execution.** We have completed 1,000+ fence, gate, and perimeter security projects for federal, state, and local agencies. Our experience performing work within active rights-of-way, transportation corridors, utility facilities, and other operational environments demonstrates our ability to safely deliver durable, high-quality installations while maintaining compliance with agency standards.

We appreciate the opportunity to submit our bid and look forward to continuing to support the NCDOT by delivering responsive, safe, and high-quality fence installation and repair services that support the Department's maintenance objectives.

Should you have any questions or require additional information, please do not hesitate to contact us at 202-505-4445 or [office@dmvgates.com](mailto:office@dmvgates.com).

Sincerely yours,  
**Super Kacher LLC dba DMV Gates & Security Solutions**

**Maor Peretz**  
CEO and Founder

**DMV GATES**  
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# **Small Business Enterprise Certificate**

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STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

JOSH STEIN  
GOVERNOR

DANIEL H. JOHNSON  
SECRETARY

November 18, 2025

MAOR PERETZ

SUBJECT: Approval of Small Business Enterprise (SBE) Certification

This letter is to acknowledge receipt of your application for Small Business Enterprise (SBE) certification through the North Carolina Department of Transportation. Your application has been approved for a period of one year effective 11/18/2025. You are reminded that your certification will automatically expire in one year unless you submit a new application prior to the expiration date.

Consistent with SBE program guidelines, you must notify the Department when your firm no longer meets the criteria for continued participation in the program, i.e., annual gross receipts exceed \$1.5 million, excluding materials, the firm no longer exists, the firm is not considered a small business, etc. Should your firm experience any changes in ownership, address, telephone numbers, or specialty, you are required to notify this office within two weeks of that change. Failure to inform us of these changes can result in decertification.

Thank you for your participation in the Small Business Enterprise Program. If you have any questions, please email me at [lhwilson1@ncdot.gov](mailto:lhwilson1@ncdot.gov) or call me at (984) 236-1240.

Sincerely,  
Lisa H. Wilson  
Small Business Manager  
Office of Civil Rights  
NC Department of Transportation

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS  
1511 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1511

*Fax:* (919) 508-1818  
*Customer Service:* 984-236-1245  
*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
750 N. GREENFIELD PARKWAY  
GARNER, NC 27529

# PROPOSAL SHEET

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# FIRM PROFILE

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# 1. COMPANY INFORMATION

## Company Overview

Founded in 2010, DMV Gates is a Maryland-based perimeter security contractor specializing in fence installation and repair, automated vehicular gate systems, and access control solutions for federal, state, municipal, commercial, and institutional facilities. As a certified Maryland Small Business Reserve (SBR #SB25-069460) and North Carolina Small Business Enterprise (SBE #9000016671), we support clients throughout the Mid-Atlantic region.

Our services include fence installation, repair, and replacement; automated gate operator installation; access control integration; electrical coordination; testing; commissioning; and system closeout. We routinely install chain-link and woven wire fencing, industrial-grade gate operators, loop detection systems, safety devices, and access control platforms, delivering fully operational systems that comply with applicable ASTM standards, UL safety requirements, manufacturer specifications, and local codes.



Exhibit 2. Our Core Service Offerings



## PERIMETER SECURITY SPECIALISTS

Years in Business

**16**

States - Coverage Area

**7**

Projects Delivered

**820+**



## PROVEN PROJECT PERFORMANCE

Commercial Projects

**240+**

Residential Projects

**700+**

Industrial/  
Government Projects

**190+**

Exhibit 1. DMV Gates at a glance.



Exhibit 3. Business Certifications

DMV Gates is **currently performing NCDOT Contract D4POC0166 – On-Call Right-of-Way Fence Installation and Repair at Various Locations within Division 4**, supporting maintenance operations across Edgecombe, Halifax, Johnston, Nash, Wayne, and Wilson Counties. Under this ongoing contract, we provide on-call fence installation, repair, replacement, and maintenance services at multiple right-of-way locations in accordance with NCDOT standards and work order requirements. This experience has provided our team with a strong understanding of NCDOT construction standards, work order management, traffic control requirements, and field coordination practices. We are prepared to bring the same level of responsiveness, quality workmanship, and dependable service to Division 7 under Contract ID MG00521.

Headquartered in Maryland with an office in North Carolina, we deploy dedicated installation crews and established field procedures to complete projects safely, efficiently, and with minimal disruption to the traveling public and adjacent property owners. As a member of the **American Fence Association (AFA)** and accredited by the **Accreditation & Certification Institute (ACI)**, we maintain working relationships with leading manufacturers, including LiftMaster-Chamberlain Group, HySecurity, FAAC, and LINEAR.

### OUR TRUSTED SUPPLIERS & PARTNERS



*Exhibit 4. We are working with trusted industry leaders to deliver proven fence, gate, and access control solutions*

To date, DMV Gates has successfully completed more than 1,000 perimeter security projects for federal, state, and local agencies, including the National Park Service (NPS), U.S. Geological Survey (USGS), WSSC Water, Wake County Government, and the Maryland State Highway Administration (SHA). Most recently, we were awarded a project with the Metropolitan Washington Airports Authority (MWAA) at Ronald Reagan Washington National Airport (DCA) involving the replacement of multiple vehicle access barrier gate systems within an active airport environment.



***It has been a pleasure working with you all. Very communicative, great customer service and a very nice gate. We are very pleased with the gate and quality of service we received!***

*- Joshua Hartley, Maintenance Worker Supervisor, NPS*

With our established NCDOT experience, qualified field personnel, and proven ability to perform on-call right-of-way fence installation and repair services, DMV Gates is well positioned to deliver reliable, timely, and high-quality maintenance services in support of NCDOT Division 7.

## 2. OUR STORIES OF IMPACT

### Proven Performance in Fence Installation and Right-of-Way Maintenance

Across our portfolio, DMV Gates has successfully delivered fence installation, repair, replacement, and perimeter security projects for federal, state, and local agencies. Our experience includes routine maintenance work orders, right-of-way fence repairs, complete fence replacements, and perimeter security improvements performed in active operational environments. These projects demonstrate our ability to respond quickly to on-demand work, coordinate efficiently across multiple locations, and deliver durable, high-quality fencing solutions while maintaining safe operations and minimizing disruptions. This experience positions our team to effectively support NCDOT's on-call maintenance program through responsive service, reliable workmanship, and consistent project execution.

### PROJECTS THAT TELL OUR STORY



1

#### On-Call Right-of-Way Fence Installation and Repair; North Carolina Department of Transportation (NCDOT), Division 4; Various Counties, NC

##### Brief Description of Scope of Work

DMV Gates is currently performing an on-call contract for the North Carolina Department of Transportation (NCDOT) Division 4, providing right-of-way fence installation, replacement, repair, and maintenance services at various locations throughout Edgecombe, Halifax, Nash, Wilson, Johnston, and Wayne Counties. Under this ongoing contract, our team responds to task orders for the removal and replacement of damaged fencing, installation of new fence systems, post and foundation work, gate repairs, and restoration of roadside safety barriers as required.

2

## **Replacement of Entry Gate – Golden Ring Maintenance Complex; Maryland Department of Transportation (MDOT SHA); Rosedale, MD**

### **Project Summary & Key Services**

We completed the replacement of the front entrance gate at the SHA's District 4 Golden Ring Maintenance Complex in Rosedale, Maryland. The project included removal of the existing 48-foot 2-inch by 7-foot 6-inch cantilever gate and installation of a new heavy-duty aluminum cantilever sliding gate with an internal trolley system serving a 30-foot clear opening, a LiftMaster industrial-grade gate operator, reinforced structural hardware, concrete foundations, and 120 linear feet of barbed wire. Our team also completed gate automation, testing, commissioning, and final site restoration to deliver a reliable and secure vehicle access system.

3

## **Gate Operator Maintenance; Washington Suburban Sanitary Commission (WSSC); Hyattsville, MD**

### **Project Summary & Key Services**

DMV Gates is currently providing ongoing quarterly preventive maintenance and repair services for industrial-grade automated gate systems across more than 20 WSSC Water facilities throughout Prince George's, Montgomery, and Howard Counties, Maryland. The program includes preventive maintenance, diagnostics, troubleshooting, emergency response, operator calibration, safety testing, firmware updates, and corrective repairs for swing gates, slide gates, and barrier arm systems manufactured by LiftMaster, HySecurity, DoorKing, PowerMaster, Vanguard, and All-O-Matic. Performed within active utility facilities, the work requires coordinated scheduling to maintain reliable gate operation while supporting uninterrupted utility services.

4

## **Henrico County Department of Public Utilities (DPU) WRF Entrance Gates; County of Henrico, Department of General Services; 9101 WRVA Road, Henrico, VA**

### **Project Summary & Key Services**

DMV Gates recently completed the installation of an automated vehicle access and perimeter security system for the Henrico County DPU Water Reclamation Facility. The project included two (2) chain-link fence sections, four (4) custom single swing gates, four (4) LiftMaster gate operators, access control integration, six (6) vehicle loop detection systems, underground conduit, 480V electrical and low-voltage infrastructure, reinforced concrete foundations, fifteen (15) safety bollards, site restoration, system programming, testing, and commissioning.

5

## **Wake County Nature Preserve Gate Improvements; Wake County Parks, Recreation & Open Space; Wake County, NC**

### **Project Summary & Key Services**

Our team completed the installation of automated vehicle access systems across four preserve locations: Robertson Millpond Preserve, Sandy Pines Preserve, Turnipseed Nature Preserve – Pleasants Road Entrance, and Turnipseed Nature Preserve – Hunt Valley Trail Entrance. The project included six (6) automated barrier gate operators consisting of two (2) Magnetic Access XL2 units and four (4) Magnetic Pro-H units, automated barrier arms ranging from 13 to 22 feet, NEMA-rated security enclosures, fourteen (14) underground vehicle detection loops, card reader infrastructure, safety photo beams, bollards, reinforced concrete foundations, trenching, electrical service coordination, and system commissioning.

**6**

## **Guilford Courthouse (GUCO) National Military Park Gate Replacement; National Park Service (NPS); Greensboro, NC**

### **Project Summary & Key Services**

Our firm completed gate replacement improvements at four access points within GUCO National Military Park to enhance vehicular access, security, and operational control while preserving the site's historic and environmental character. The project included three (3) LiftMaster Mega Arm Tower barrier gate operators, two (2) 17-foot LED barrier arms, one (1) 12-foot LED barrier arm, programmable access controls, three (3) vehicle loop detectors, six (6) detector loops, two (2) photo eye safety sensors, trenching, electrical infrastructure, and system integration. The work required phased construction, stakeholder coordination, and maintenance of public access throughout project execution.

**7**

## **George Washington Memorial Parkway (GWMP) Gate Replacement; National Park Service (NPS); Arlington, VA**

### **Project Summary & Key Services**

DMV Gates replaced an existing electronically operated sliding gate at an active federal facility with a custom-fabricated 60-foot-wide by 10-foot-high government-grade cantilevered boxed sliding gate. The project included an industrial gate operator, safety edge sensors, infrared photo beams, magnetic lock, vehicle loop detection, a control pedestal, and a CellGate video access control system. Our team also completed electrical and low-voltage installation, system programming, testing, calibration, and commissioning to deliver a fully automated and reliable vehicle access solution.

**8**

## **Vehicle Access Barrier Gates D, G & P Replacement, Metropolitan Washington Airports Authority (MWAA); Arlington County, VA**

### **Project Summary & Key Services**

DMV Gates was awarded a contract by the MWAA to replace vehicle access barrier systems at Gates D, G, and P at Ronald Reagan Washington National Airport (DCA). The project includes demolition of existing barrier and wedge barrier systems, utility relocations, installation of new crash-rated barriers, gate arms, chain link fencing, electrical and communications infrastructure, contaminated soil management, and system commissioning. Work is performed within an active airport environment requiring strict security compliance, phased construction, utility coordination, and uninterrupted airport operations.

**9**

## **Installation of New Automatic Entry-Exit Gate; U.S. Geological Survey (USGS) – Patuxent Research Refuge; Laurel, MD**

### **Brief Description of Scope of Work**

We completed perimeter security improvements for the USGS, replacing the existing entrance security infrastructure with a HySecurity StrongArm M50 (K-12) dual-arm hydraulic anti-ram barrier gate system. The project included demolition, excavation, reinforced concrete foundations, conduit and low-voltage installation, HID card reader integration, vehicle detection loops, controller programming, and system commissioning. The work required coordination of civil, electrical, access control, and security system components.

## **10 Furnish and Install S2 Access Control Barrier Arm Gates; Craven Community College; New Bern Campus, NC**

### **Project Summary & Key Services**

DMV Gates completed the installation of an automated S2 access control barrier gate system to enhance controlled vehicle entry and site security. The project included installation of a barrier arm gate operator, arm assembly, mounting hardware, electrical wiring, and integration with the existing S2 access control platform. Our team completed system configuration, access control programming, operational testing, safety verification, commissioning, and final quality assurance to confirm reliable day-to-day operation and secure site access.

## **11 New Garage Swing Gate Operator Replacement & Ongoing Quarterly Maintenance; Embassy of Singapore; Washington, DC**

### **Project Summary & Key Services**

We are currently providing ongoing modernization and quarterly preventive maintenance services for the Embassy of Singapore's garage swing gate operator system in Washington, DC. The project included replacement of the existing gate operator with a new commercial swing gate operator, gate realignment, access control integration, electrical reconnection, controller configuration, safety sensor calibration, programming, testing, and commissioning. Ongoing services include scheduled inspections, diagnostics, troubleshooting, mechanical and electrical adjustments, lubrication, safety testing, corrective repairs, and operational support, all performed within a high-security diplomatic facility requiring continuous controlled access and uninterrupted operations.

## **12 Installation and Replacement of Industrial Gate Operators at the Embassy building; Embassy of the Philippines; Washington, DC**

### **Project Summary & Key Services**

Our team completed a full automation upgrade of the sliding gate system at the Embassy of the Philippines, replacing the existing equipment with heavy-duty LiftMaster commercial slide gate operators designed for high-cycle operation. The project included installation of battery-backed gate operators, monitored photo eyes, edge safety sensors, remote controls, weatherproof enclosures, electrical wiring, system programming, testing, calibration, and commissioning. Performed within an active diplomatic facility, the work required careful coordination to maintain secure and uninterrupted site access throughout the installation.

## **13 Gate Automation and Video Access Control; Embassy of Slovenia; Washington, DC**

### **Project Summary & Key Services**

DMV Gates completed a comprehensive modernization of an automated swing gate system, including replacement of the existing gate operators, door station, wiring boxes, loop detectors, and installation of a new magnetic lock. The upgraded system featured dual LiftMaster CSW24UL commercial swing gate operators with battery backup, monitored photo eyes, a 1,300-pound magnetic lock, keypad, HID card reader, video intercom, and Smart connectivity. Our team also completed electrical integration, system programming, testing, commissioning, and gate refinishing to deliver a secure, fully automated access control solution.

**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
INSTALL, REMOVE & REPAIR FENCE AS  
NEEDED AT VARIOUS LOCATIONS ON INTERSTATE,  
PRIMARY, AND SECONDARY  
ROADS - ORANGE COUNTY  
CONTRACT ID: MGO0522**

**Contact Us**

**Maor Peretz**  
CEO and Founder

**DMV GATES**

★★★★★  
CUSTOM GATES & SECURITY SOLUTIONS



101 Glen Lennox Dr.  
Suite 300

Chapel Hill, NC 27517



Office: 202-505-4445

Direct Line: 202-505-4441



[www.dmvgates.com](http://www.dmvgates.com)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                      |                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Gordon Insurance<br>10114 Edward Ave<br><br>Bethesda MD 20814-2116                                                | <b>CONTACT NAME:</b> Certificate Department<br><b>PHONE (A/C, No, Ext):</b> 301-721-0508<br><b>E-MAIL ADDRESS:</b> gordonins@solgordoninsurance.com<br><b>FAX (A/C, No):</b> 301-977-6434                                            |
| <b>INSURED</b><br>Super Kacher Llc DBA: DMV Gates & Security Solutions<br>101 Glen Lennox Dr. Suite 300<br><br>Chapel Hill, NC 27517 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> PROPERTY & CAS INS CO OF HARTFORD<br><b>INSURER B:</b> Hartford Fire Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD                         | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                 | Y        | 42SBMCA2XLS   | 02/25/2026              | 02/25/2027              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employment Practices Liabil \$ 25,000/25,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> Employment Pr<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                 |                                   |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                                       |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                             | Y                                 | Y        | 42SBMCA2XLS   | 02/25/2026              | 02/25/2027              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N<br><input type="checkbox"/> | N / A    |               |                         |                         | PER STATUTE<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                                     |
| A        | Errors and Omissions                                                                                                                                                                                                                                                                                                   |                                   |          | 42SBMCA2XLS   | 02/25/2026              | 02/25/2027              | Limit: \$1,000,000 / \$2,000,000                                                                                                                                                                                                                                                            |
| A        | Pollution Liability (Limited)                                                                                                                                                                                                                                                                                          |                                   |          | 42SBMCA2XLS   | 02/25/2026              | 02/25/2027              | Limit: \$1,000,000 / \$2,000,000                                                                                                                                                                                                                                                            |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Contract ID: MG00522  
Project Description: Install, Remove & Repair Fence as Needed  
County: Orange County  
WBS Elements: GMR07.ORA.1N, GMR07.ORA.1P, and GMR07.ORA.2P  
Routes: Interstate, Primary, and Secondary Roads  
Type of Work: Install, Remove & Repair Fence as needed  
The State of North Carolina is included as an Additional Insured under the Commercial General Liability policy with respect to work performed under

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                    |                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State of North Carolina c/o NCDOT Division 7 Contract Office<br>1584 Yanceyville Street<br><br>Greensboro NC 27405 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br><i>Zachary Jordan</i> |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                            |           |                                                                       |  |
|----------------------------|-----------|-----------------------------------------------------------------------|--|
| AGENCY<br>Gordon Insurance |           | NAMED INSURED<br>Super Kacher Llc DBA: DMV Gates & Security Solutions |  |
| POLICY NUMBER              |           | 909 Rose Ave                                                          |  |
| CARRIER                    | NAIC CODE | Rockville, MD, 20852                                                  |  |
|                            |           | EFFECTIVE DATE:                                                       |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

the above-referenced contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                    |                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>GEICO<br>One GEICO Blvd.<br>Fredericksburg, VA 22412                                                            | <b>CONTACT NAME:</b> GEICO<br><b>PHONE (A/C, No, Ext):</b> 1-866-509-9444<br><b>E-MAIL ADDRESS:</b> R1COMMEND@GEICO.COM<br><b>FAX (A/C, No):</b>                                         |
| <b>INSURED</b><br>SUPER KACHER LLC<br>dba DMV GATES & SECURITY SOLUTIONS<br>101 Glen Lennox Dr. Suite 300<br>Chapel Hill, NC 27517 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : GEICO General Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :<br><b>NAIC #</b><br>35882 |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                       | ADDL INSD                         | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:            |                                   |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X                                 |          | 9300173462-02 | 06/29/2026              | 12/29/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                             |                                   |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                          | Y / N<br><input type="checkbox"/> | N / A    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Additional Remarks Schedule (ACORD101)

**CERTIFICATE HOLDER**State of North Carolina c/o NCDOT Division 7 Contract Office  
1584 Yanceyville St  
Greensboro, NC 27405**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                                |                           |                                   |  |
|------------------------------------------------|---------------------------|-----------------------------------|--|
| AGENCY <b>GEICO</b>                            |                           | NAMED INSURED                     |  |
| POLICY NUMBER <b>9300173462</b>                |                           | SUPER KACHER LLC                  |  |
| CARRIER <b>GEICO General Insurance Company</b> | NAIC CODE<br><b>35882</b> | EFFECTIVE DATE: <b>06/29/2026</b> |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD25 FORM TITLE: CERTIFICATE OF INSURANCE**

State of North Carolina c/o NCDOT Division 7 Contract Office IS NAMED AS ADDITIONAL INSURED.  
Evidence of insurance is provided with respect to the named insured's work performed for the certificate holder.  
Evidence of insurance provided for Project Install, Remove & Repair Fence as Needed, Job Number MG00522.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                       |  |                                                                                                                                                                                                                        |  |
|---------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Automatic Data Processing Insurance Agency, Inc.<br><br>1 Adp Boulevard<br>Roseland NJ 07068                       |  | <b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc.<br><b>PHONE (A/C, No, Ext):</b> 1-800-524-7024<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>                                                |  |
| <b>INSURED</b><br>Super Kacher LLC<br><br>DBA: Dmv Gates Security Solutions<br>101 Glen Lennox Dr. Suite 300<br>Chapel Hill, NC 27517 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Property And Casualty Insurance Company Of Hartford<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                                       |  | <b>NAIC #</b><br>34690                                                                                                                                                                                                 |  |

## COVERAGES

CERTIFICATE NUMBER: 4757391

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                         | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                                   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                         |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input type="checkbox"/> RETENTION \$                                                                                                                           |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                         | N         | A        | N             | 76WEGAW2AR8             | 02/14/2026              | 02/14/2027<br><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract ID: MG00522  
Project Description: Install, Remove & Repair Fence as Needed  
County: Orange County  
WBS Elements: GMR07.ORA.1N, GMR07.ORA.1P, and GMR07.ORA.2P  
Routes: Interstate, Primary, and Secondary Roads  
Type of Work: Install, Remove & Repair Fence as needed

The State of North Carolina is included as an Additional Insured under the Commercial General Liability policy with respect to work performed under the above-referenced contract.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                    |                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State of North Carolina<br>c/o NCDOT Division 7 Contract Office<br>1584 Yanceyville Street<br>Greensboro, NC 27405 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
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