

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 5

IDIQ PROPOSAL

DATE AND TIME OF BID OPENING: March 26, 2025 AT 2:00 PM

CONTRACT ID: ME00090

WBS ELEMENT NO.: VARIOUS

FEDERAL AID NO.: STATE FUNDED

COUNTY: Durham, Wake and Franklin Counties

TIP NO.: N/A

MILES: VARIOUS

ROUTE NO.: VARIOUS

LOCATION: Durham, Wake and Franklin (I-87 only) Counties

★ TYPE OF WORK: ANNUAL NEEDS for SIGNING including LOGO SIGNING ★

NOTICE:

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

THIS IS A ROADWAY PROJECT.

BID BOND IS NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

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PROJECT SPECIAL PROVISIONS**GENERAL****SCOPE:**

This contract is for annual needs for signing, including LOGO signing, in **Durham, Wake, and Franklin (I-87 only) Counties**. This includes Type A and B (overhead and ground mounted) signs as well as D, E, and F signs, and LOGO signs.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation *Standard Specifications for Roads and Structures 2024*, the North Carolina Department of Transportation *Roadway Standard Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*, with the exception that bid bonds are *not* required.

The quantities stated in the Bid Form are estimates and are not guaranteed.

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

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

(7-18-06) (Rev. 3-25-13)

SPD 01-300

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at the **Traffic Services Conference Room** at **1:00 PM** on **March 10, 2025**.

**Traffic Services Conference Room
1041 Prison Camp Road, Durham, NC 27705**

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.

of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.
9. For events that are significant traffic generators from **one (1) hour before** the event to **one (1) hour after** the event, as directed by the Engineer.

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

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

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

The liquidated damages are **One Thousand Two Hundred Fifty Dollars (\$1,250.00)** per **fifteen minutes** or portion thereof.

NON-EXCLUSIVE CONTRACT:

(6-1-15)

SPD 01-750

The Department may, as it deems to be in the best interest of the state and the Department of Transportation, execute more than one contract based on this proposal. The Contractor(s) understands and agrees, by signature on the Purchase Order Contract Bid Proposal, that this agreement **does not** constitute an exclusive contract. If awarded, the contracts will be executed with the lowest responsible bidders. The Department of Transportation reserves the right to make multiple awards for the services provided by this contract. Furthermore, the Department reserves the right to reject all bids received.

WORK ORDER ASSIGNMENT (MULTIPLE AWARDS) FOR ID/IQ:

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

SPD 01-800B

Work orders will be assigned based on the lowest work order cost for the line items and estimated quantities necessary to complete the work order. Unit prices from each awarded contractor's bid will be used to determine the lowest cost for each work order. The assigned Contractor shall respond to the work order assignment with the anticipated start date, within three working days of notification unless noted otherwise. Failure on the part of the Contractor to reply within the specified time frame may be received as a rejection of the work order. If the Contractor with the

lowest work order cost cannot complete the work within the time specified in the assignment, the Engineer may contact the Contractor with the next lowest work order cost. If that Contractor can complete the work within the time specified in the assignment, then the work order will be assigned to that contractor. If not, assignment of work order will continue in order of work order cost until all awarded Contractors have had a chance to accept the terms of the assignment.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment form (Form IDIQ-1MA), 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

NOTIFICATION OF WORK:

The Contractor will be notified of work needed at the various locations by the Urban Freeway Manager or his representative by telephone, fax or email.

The Contractor shall notify Mr. Derrick Matthews, PE, Urban Freeway Manager by telephone at (919) 825-2635, or email at dmmatthews3@ncdot.gov when the assigned work is complete. All work shall be inspected and approved prior to payment.

NOTIFICATION OF OPERATIONS:

The Contractor shall notify the Engineer 48 hours prior to the start of work commencing, and the locations where work is to be performed.

The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

PROGRESS AND PROSECUTION:

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *2024 Standard Specifications*.

No work may be performed on Sundays and legal State holidays, without prior written approval from the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

The Department has the authority to restrict work hours at any given location as it deems necessary for the safety of the motorists and the Contractor. The Contractor shall notify the Department 24 hours in advance of his work location and work plan.

PROMPT PAYMENT:

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

Contractors at all levels, prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate.

This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic payment or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that

WORK SITE CLEANUP:

The Contractor shall the clean the work sites of all debris, excess excavations, waste packing material, scraps, etc. At the end of each work day the site shall be clear and clean. The Contractor shall not throw any waste material in any storm sewers or streams. All disturbed areas of vegetation shall be graded, seeded and mulched as required in the *Standard Specifications for Roads and Structures 2024*. The Contractor shall be responsible for damage to private and/or public property resulting from the work.

PAYMENT AND RETAINAGE:

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

Requests for payment shall be made by Contractor's Invoice. 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. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

All requests for payment shall be submitted to the Urban Freeway Manager's office.

**N.C. Department of Transportation Division 5
Attn: Urban Freeway Manager
2612 North Duke Street
Durham, NC 27704**

**Or electronically (preferred method)
dmmatthews3@ncdot.gov**

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

TOLL FACILITY REIMBURSEMENT:

The Contractor, as directed by the Engineer, may have to perform signing work on toll facilities.

PROJECT SPECIAL PROVISIONS

ROADWAY

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.

EMERGENCY MOBILIZATION FOR ID/IQ:

(2-15-22)

SPD 01-830

The Contractor shall arrive on site within 72 hours of notification. Compensation will be in addition to the specific line items in the contract. *Emergency Mobilization* will be paid for at the contract unit price per each. Failure to respond within the time frame will result in nonpayment of this item.

Payment will be made under:

Pay Item	Pay Unit
Emergency Mobilization	Each

SIGN ERECTION:

Sign erection shall be in accordance with Section 904 of the *Standard Specifications* as modified herein.

The Department will furnish all new signs for this project in accordance with Section 901 of the *Standard Specifications*. The Contractor shall furnish U-channel supports for sign erection for Type D, E, and F signs, and for the LOGO signs as needed. The Contractor will be responsible for picking up all signs, including the LOGO signs, from the Traffic Services facility located on Guess Road in Durham. The Contractor will furnish all mounting hardware required for sign erection. Direct payment for items associated with "Department Furnished Signs" per Section 901 will not be covered under this contract and will be considered incidental to the sign erection.

Payment will be made under:

Sign Erection, Type A (Overhead)	EA
Sign Erection, Type B (Overhead)	EA
Sign Erection, Type A (Ground Mounted)	EA
Sign Erection, Type B (Ground Mounted)	EA
Sign Erection, Type D	EA
Sign Erection, Type E	EA
Sign Erection, Type F	EA

Sign Erection, LOGO to Panel	EA
Sign Erection, LOGO Trailblazer	EA
Sign Erection, Overlay (Overhead)	EA
Sign Erection, Overlay (Ground Mounted)	EA
Sign Erection, Relocate, Type A (Ground Mounted)	EA
Sign Erection, Relocate, Type B (Ground Mounted)	EA
Sign Erection, Relocate, Type D, E, or F (Ground Mounted)	EA
Sign Erection, Relocate, LOGO (Ground Mounted)	EA

SIGN DISPOSAL AND STOCKPILING:

Sign disposal and stockpiling shall be in accordance with Section 907 of the *Standard Specifications* as modified herein.

All materials to be removed and disposed of will become the property of the contractor. It is the intent of the Department that the Contractor retains any U-channel or other sign components removed under this contract that are in good condition and can be used for future sign erections. Materials that cannot be used for future work under this contract should be disposed of by the Contractor. This work will be considered incidental to the sign disposal or sign stockpiling. Any sign, including the LOGO signs, to be stockpiled should be removed and returned to the Department at the Traffic Services facility located at Guess Road in Durham.

Payment for this item will be made for as follows:

Disposal of Sign, Type D, E, or F	EA
Stockpile of Sign, Type D, E, or F	EA
Disposal of Sign, LOGO	EA
Stockpile of Sign, LOGO	EA

INSPECTION:

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

LABOR HOURS TO CORRECT TYPE A & B SIGN PROBLEMS:

The Contractor may have to make adjustments to or repair existing Type A or B signs or sign systems as directed by the Engineer.

The total amount of labor hours to be paid will be based on the number of hours accumulated performing the necessary signing repairs. An estimate of these hours shall be submitted to and approved by the Engineer prior to beginning work.

Payment for materials required for the repairs that are listed in the Contract Bid Form will be made under the per unit item. All other material required by the plans or Specifications for the repair shall be considered incidental.

**North Carolina Department of Transportation
PURCHASE ORDER CONTRACT BID FORM**

Work Order: Various

Description: Annual Needs For Durham, Wake and Franklin (I-87 Only) Counties Signing

County: DURHAM, WAKE and FRANKLIN

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	EMERGENCY MOBILIZATION	7	EA		
2	SP	SIGN ERECTION, TYPE A (OVERHEAD)	20	EA		
3	SP	SIGN ERECTION, TYPE B (OVERHEAD)	10	EA		
4	SP	SIGN ERECTION, TYPE A (GROUND MOUNTED)	185	EA		
5	SP	SIGN ERECTION, TYPE B (GROUND MOUNTED)	15	EA		
6	SP	SIGN ERECTION, TYPE D	30	EA		
7	SP	SIGN ERECTION, TYPE E	100	EA		
8	SP	SIGN ERECTION, TYPE F	20	EA		
9	SP	SIGN ERECTION, LOGO IN PANEL	100	EA		
10	SP	SIGN ERECTION, LOGO TRAILBLAZER	30	EA		
11	SP	SIGN ERECTION, OVERLAY (OVERHEAD)	5	EA		
12	SP	SIGN ERECTION, OVERLAY (GROUND MOUNTED)	25	EA		
13	SP	SIGN ERECTION, RELOCATE, TYPE A (GROUND MOUNTED)	10	EA		

14	SP	SIGN ERECTION, RELOCATE, TYPE B (GROUND MOUNTED)	10	EA	
15	SP	SIGN ERECTION, RELOCATE, TYPE D, E, OR F (GROUND MOUNTED)	50	EA	
16	SP	SIGN ERECTION, RELOCATE, LOGO (GROUND MOUNTED)	5	EA	
17	902	REINFORCED CONCRETE SIGN FOUNDATIONS	20	CYD	
18	902	PLAIN CONCRETE SIGN FOUNDATIONS	20	CYD	
19	903	SUPPORTS, BREAKAWAY STEEL BEAM	12,000	LBS	
20	903	SUPPORTS, SIMPLE STEEL BEAM	1,250	LBS	
21	903	SUPPORTS, 3-LBS STEEL U-CHANNEL	7,000	LFT	
22	903	SUPPORTS, 2-LB STEEL U-CHANNEL	100	EA	
23	903	SUPPORTS, WOOD (4" X 6")	20	LFT	
24	903	SUPPORTS, WOOD (6" X 6")	50	LFT	
25	903	SUPPORTS, WOOD (6" X 8")	20	LFT	
26	903	SUPPORTS, WOOD (8" X 8")	20	LFT	
27	907	DISPOSAL OF SUPPORT, STEEL BEAM	15	EA	
28	907	DISPOSAL OF SUPPORT, WOOD	5	EA	
29	907	DISPOSAL OF SIGN SYSTEM, STEEL BEAM	15	EA	

30	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	15	EA	
31	907	DISPOSAL OF SIGN SYSTEM, WOOD	5	EA	
32	907	DISPOSAL OF SUPPORT, U-CHANNEL	155	EA	
33	907	STOCKPILE SIGN, A OR B (OVERHEAD)	3	EA	
34	907	DISPOSAL OF SIGN, A OR B (OVERHEAD)	3	EA	
35	907	STOCKPILE SIGN, A & B (GROUND MOUNTED)	4	EA	
36	907	DISPOSAL OF SIGN, A & B (GROUND MOUNTED)	30	EA	
37	SP	DISPOSAL OF SIGN, TYPE D, E, OR F	100	EA	
38	SP	DISPOSAL OF SIGN, LOGO	50	EA	
39	SP	STOCKPILE OF SIGN, TYPE D, E, OR F	5	EA	
40	SP	STOCKPILE OF SIGN, LOGO	3	EA	
41	SP	LABOR HOURS TO CORRECT TYPE A & B SIGN PROBLEMS	140	HR	
42	SP	REMOVAL OF EXISTING CONCRETE FOOTINGS	7	EA	
43	SP	MINOR LIMBING AT SIGNS	20	HR	
44	SP	12" HOLE FOR SIGN INSTALL IN CONCRETE	7	EA	

TOTAL BID FOR PROJECT: _____