

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 5

IDIQ PROPOSAL

DATE AND TIME OF BID OPENING: November 12, 2025 AT 2:00 PM

CONTRACT ID: ME00095

WBS ELEMENT NO.: VARIOUS

FEDERAL AID NO.: STATE FUNDED

COUNTY: Durham, Franklin and Wake Counties

TIP NO.: N/A

MILES: VARIOUS

ROUTE NO.: VARIOUS

LOCATION: Various Routes in Durham, Franklin, and Wake Counties

★ **TYPE OF WORK:** ANNUAL NEEDS for MINOR CONSTRUCTION PROJECTS on URBAN FREEWAYS (including GRADING, DRAINAGE, PAVING, AND PAVEMENT MARKINGS) ★

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

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. ME00095 IN DURHAM, FRANKLIN AND WAKE COUNTIES, 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. **ME00095**; 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 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. **ME00095** in **Durham, Franklin and Wake Counties**, 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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NCDOT DIVISION 5 URBAN FREEWAYS SYSTEM MAP

NCDOT 2024 ROADWAY STANDARD DRAWING 840.54 (MANHOLE FRAME AND COVER)

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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 **December 12, 2025**.

The completion date for this contract is **December 11, 2026**.

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.

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 FACILITIES & PRIMARY ROUTES** during the following time restrictions or as directed by the Engineer:

DAY AND TIME RESTRICTIONS**MONDAY THRU SUNDAY 6:00 A.M. TO 9:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **INTERSTATE FACILITIES & PRIMARY ROUTES**, 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.

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 **Five Million Dollars (\$5,000,000.00)**.

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 by **7/11/26** if the contract may be extended. The Contractor must notify the Engineer in writing by **30 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

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 **24** 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

NIGHT WORK:

Work assignments may require night operations. All tools *excluding* equipment and portable lighting required for night work will be considered incidental to the night work line item. High Visibility Devices will be required for nighttime operations and shall be considered incidental to the Night Work pay item.

Payment will be made under:

Pay Item

Pay Unit

Night Work

Each

PORTABLE LIGHTING:

Work assignments may require night operations. Portable lighting required for nighttime work shall abide by *2024 NCDOT Standard Specifications*. Portable Lighting will be paid on a per night basis per unit utilized.

Payment will be made under:

Pay Item**Pay Unit**

Portable Lighting

Each

HIGH VISIBILITY DEVICES:

(10/25/2019) (Rev. 11/15/2022)

Description

Furnish and install High Visibility Devices for projects on interstates and freeways. High Visibility Devices include drums, skinny drums, stationary work zone signs and rigid portable work zone signs. All of these devices shall be new. Used devices are not acceptable.

Materials

A) General

Use materials in accordance with the Manufacturer's recommendations that will retain both durability and retroreflectivity as described elsewhere in this specification for a period of at least 36 months.

The following are required High Visibility Devices to be used for work zone performance applications.

- Drums
- Skinny Drums (Daytime use only)
- Stationary Work Zone Signs
- Rigid Portable Work Zone Signs

All drums and skinny drums shall be new and meet the existing requirements of Section 1089-5 of the NCDOT Standard Specifications for Roads and Structures and shall have Grade B flexible, fluorescent orange sheeting that meets the retroreflective requirements of Section 1092-2 of the NCDOT Standard Specifications for Roads and Structures.

All stationary work zone signs shall be new and meet the existing requirements of Section 1089-1 of the NCDOT Standard Specifications for Roads and Structures. Legend overlays are prohibited and shall not be accepted on the interstate/freeway or associated intersecting roadways. Vertical signpost reflector strips shall be added to all stationary sign supports. Use Grade B fluorescent orange for work zone sign supports and Grade B fluorescent yellow for exit sign supports. Install strips a minimum of 2" wide, a minimum of 6' in length on sign supports with one sign mounted and a minimum of 4.5' in length for sign supports with two or more signs mounted vertically.

All portable work zone signs shall be new and have composite substrates as described in Section 1089-1 of the NCDOT Standard Specifications for Roads and Structures. Roll-up signs do not meet the requirements of this provision. The remainder of the existing requirements of Section

Payment will be made for *Dissimilar Pipe Coupler* per each.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

Price of *Asphalt Binder for Plant Mix* is incidental to all asphalt items listed on this contract.

SHORT ASPHALT (TIERED) PAVING:

Description

The contractor shall construct one or more courses of asphalt plant mix for the purposes of pavement repair, leveling and paving at locations designated by the Engineer. Work shall be conducted in accordance with applicable portions of Section 610 of the *North Carolina Department of Transportation's Standard Specifications for Roads and Structures dated January 2024, the 2024 Asphalt QMS Manual* and the following additions and exceptions:

Short asphalt paving is defined as 1000 tons or less.

Asphalt Density testing will not be required

The Contractor shall pave on an "as needed" basis as directed by the Engineer. The Contractor shall provide all labor, materials (including tack coat and binder), and equipment for paving.

Materials

The Contractor may be required to place Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, intermediate and surface course. Asphalt will be paid for at an "in place" quantity. Original delivery tickets with an original Weighmaster signature shall be required for every load of asphalt incorporated into each project.

Construction Methods

This work shall consist of cleaning and preparing the surface, furnishing and applying tack coat, transporting, placing and compacting asphalt materials.

Measurement and Payment

Hot Mix Asphalt Pavement will be measured at each location on a *tiered basis* as follows:

Tier I:

- 0 to 50 tons of Asphalt Concrete Surface Course
- 0 to 50 tons of Asphalt Concrete Intermediate Course
- 0 to 50 tons of Asphalt Concrete Base Course