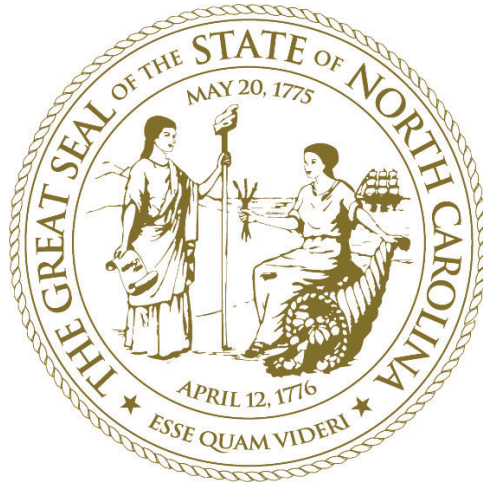


# INDEFINITE DELIVERY / INDEFINITE QUANTITY (ID/IQ) POLICY AND PROCEDURE GUIDE



## NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

### NCDOT Authorization:

Date: 02/18/2022

Signature: DocuSigned by:  
*Ronnie Keeter*  
F03CBB5C6D2D4C6...

Title: Chief Engineer

### FHWA Implementation Approval:

Date: \_\_\_\_\_

Signature: *John H. Sullivan III* 2022.02.23 14:24:29 -05'00'

Title: \_\_\_\_\_

## **OVERVIEW OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT)**

NCDOT maintains the second largest state highway system in the United States with over 80,000 road miles and 13,500 bridges. NCDOT also maintains 3,300 miles of mainline railroad track and two trains in addition to 20 ferries on seven routes. The Division of Aviation under NCDOT assists the state with its 72 public airports and 300 private airports, heliports, and landing areas. The Global TransPark under NCDOT offers unparalleled access to air, rail, highways, and the state's two international ports plus inland terminals.

NCDOT and the FHWA Division Office have a very good working relationship and are currently in the process of finalizing an updated Stewardship and Oversight Agreement which includes a matrix of agency responsibility down to the unit within NCDOT and the corresponding requirements.

The Indefinite Delivery/Indefinite Quantity (ID/IQ) method of contracting allows an indefinite quantity of supplies or services for a fixed time. The Federal Government allows this method when the precise quantities of supplies or services cannot be determined for a specified contract period. For construction ID/IQ contracts, contractors bid unit prices for estimated quantities of standard work items and work orders are used to define the location and quantities for specific work.

Following the Interim Final Rule to allow for ID/IQ in construction as a type of contract and Subpart F – Indefinite Delivery/Indefinite Quantity Contracting 23 CFR §635.601 to §635.606, NCDOT is submitting the following procurement procedures for approval by FHWA. Following approval, NCDOT is aware that any subsequent changes in the procedures and requirements will also be subject to approval by the FHWA Division Administrator before they are implemented.

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## ABBREVIATIONS AND LINKS

APLUS: Automated Proposal Line Up Sheet. This software is used by NCDOT to assemble project agreement proposals and special provisions.

CFR: [Code of Federal Regulations](#)

Construction Manual: [NCDOT Construction Manual](#)

FHWA: [Federal Highway Administration](#)

FMIS: Fiscal Management Information Systems. FHWA's system/database for managing Federal Aid funding and expenditures.

ID/IQ: Indefinite Delivery / Indefinite Quantity.

NCDOT or Department: [North Carolina Department of Transportation](#)

PS&E: Plans, Specifications and Estimates

SP or SPD: [Special Provision outside of the Standard Specifications](#)

Standard Specifications: [NCDOT Standard Specifications for Roads and Structures](#)

## DEFINITIONS

Award: The issuance of a signed work order assignment by NCDOT shall constitute the notice of award of a project.

Construction Authorization: Otherwise known as “Funding Authorization”, is the approval from FHWA to move forward with the phase of work requested. In this document, construction authorization is requested and needs approval prior to any construction costs being incurred that are reimbursable. Typically, construction authorization approval is needed prior to the advertisement of construction contracts.

Division: There are 14 NCDOT Highway Divisions across North Carolina that assist in the design, construction, and maintenance of the state’s infrastructure.

Execution of Project: For projects that do not require bonds, the signing and return of the Work Order Assignment form will serve as the execution of the project and the contractor can begin per the requirements of the assignment. For projects that do require bonds, a formal letter will signal the execution of the project upon receipt of the properly executed contract bonds.

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 assigned 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.

**Resident Engineer:** Engineer in this context, is the individual responsible for overseeing the construction of a project.

**SharePoint:** Microsoft software used as a secure place to store, organize, share, and access information on NCDOT projects.

**Work Order:** NCDOT uses this phrase where others may call them “task orders”. A work order is an assignment of a project, or a portion of a project, off of an ID/IQ contract to a prime contractor(s). This is otherwise known as a work order assignment.

## REVIEW AND APPROVAL OF SOLICITATIONS

Transportation improvements will be reviewed by the Division Engineer (or their representative) for this type of procurement process to see if it is the best fit for the purpose of the contract. Upon determination of utilizing the ID/IQ process, the solicitation shall comply with federal regulations to ensure the opportunity for free, open, and competitive bidding, including adequate publicity of the advertisements or calls for bids. For ID/IQ projects, the requirements of subpart F of 23 CFR Part 635-Indefinite Delivery/Indefinite Quantity (ID/IQ) Contracting, and the appropriate provisions pertaining to the ID/IQ method of contracting will apply.

Transportation improvements that are delivered with an ID/IQ contract will follow the Standard Specifications including the bidding requirements and conditions in Section 102 – Bidding Requirements and Conditions, of that document. Any exceptions that are unique to ID/IQ contracting will be outlined in this document.

All ID/IQ contracts will be awarded in accordance with the solicitation document and this policy and procedure guide. NCDOT intends to use this guide for both state funded and federally funded ID/IQ contracts for consistency across the state.

## REVIEW AND APPROVAL OF WORK ITEM DESCRIPTIONS AND SPECIFICATIONS

The Standard Specifications will be utilized as the basis for all ID/IQ contracts that are advertised. Additionally, established special provisions will be added to the proposal/contract document to supplement items that are not covered in the Standard Specifications for consistency across Department contracts.

NCDOT has established a [Master Pay Item List](#) that is kept up to date with any revisions or additions to the item number, unit of measure or description. The list also notes if the item number is referenced in the Standard Specifications or via a Special Provision. The ID/IQ contracts will utilize this established list for consistency across the Department.

## APPROVAL TO ADVERTISE SOLICITATIONS

NCDOT will follow the Federal authorization to proceed with advertisement as outlined in the [FHWA Contract Administration Core Curriculum Manual](#), 23 CFR §635.309 – [Authorization](#), and subpart F of 23 CFR Part 635 - [Construction and Maintenance](#).

Solicitations for an ID/IQ contract with NCDOT will include:

- The specified period of the contract, including the number of optional contract extensions and the period for which NCDOT may extend the contract under each optional extension.
- The specified basis, such as a published index, and procedures to be used for adjusting prices for optional contract extensions when optional contract extensions are included. NCDOT will not negotiate contract price adjustments, and price adjustments will not be permitted on commodity adjusted pay items.
- The specified estimated minimum and maximum quantity of services that will be acquired under the contract.
- The appropriate statements of work, specifications, federal requirements, or other descriptions that reasonably and accurately describe the general scope, nature, complexity, and purpose of the services under the contract.
- Work Order Assignment Process
- NCDOT's Dispute Resolution procedures if multiple awards are to be made. (Appendix E).
- Advertisement requirements for ID/IQ contracts will be included in NCDOT's [Division Let Guidance](#) manual for consistency across all divisions.

## CONCURRENCE WITH AWARDS TO SINGLE OR MULTIPLE CONTRACTORS

NCDOT's ID/IQ procurement procedures will allow selection of one or multiple contractors based on competitive low bid under a single solicitation. The award(s) will be in accordance with the solicitation document to the lowest responsive and responsible bidder(s). Multiple awards, if desired, will be based on low bid of the entire solicitation's line items starting with the lowest bid and then the next lowest, etc.

When bids are received, each NCDOT Division Office has a Bid Review Committee which will review the bids, including comparison of the line items, to the Engineer's Estimate. The Bid Review Committee will recommend award to the lowest responsible bidder(s) or will decide if the improvement should be readvertised as ID/IQ or as a standalone contract.

On these types of contracts, there is a concern with unbalanced bids and unbalanced bid prices as outlined in Section 102 and 109-4(c) – Unbalanced Bids, of the Standard Specifications. Where obvious unbalanced bid items exist, the NCDOT’s decision to award or reject a bid will be supported by written justification. A bid found to be mathematically unbalanced, but not found to be materially unbalanced, may be awarded. When a low bid is determined to be both mathematically and materially unbalanced, NCDOT will follow the current Stewardship and Oversight Agreement with NC FHWA.

## APPROVAL OF AND AMENDMENTS TO FORMAL PROJECT AGREEMENTS AND AUTHORIZATION TO PROCEED (630.106)

NCDOT will receive authorization to proceed (construction funding) from FHWA before assigning a work order under an ID/IQ contract. The NEPA process will be complete prior to requesting authorization to proceed. Permission and authorization of funding is completed through the FMIS process. NCDOT has created an ID/IQ PS&E Project Agreement Checklist (Appendix B) to document that all federal requirements are met prior to issuing a work order. The ID/IQ PS&E Project Agreement Checklist is to be signed by the NCDOT manager over the project(s) and will be retained in the contract file.

## ISSUANCE OF WORK ORDERS

Work orders will not be issued to contractors on a rotating basis or other non-competitive method.

NCDOT has developed a PS&E Project Agreement Checklist for ID/IQ work orders with an approval signature line for the NCDOT manager over the project(s). The checklist includes right-of-way (ROW) field certification, utility certification and railroad certification (Appendix B & C). These documents will be completed prior to construction fund authorization for the work order.

For contracts with multiple awards, 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. The lowest responsible contractor will have the right of first refusal for a work order. If that contractor does not accept the work order, NCDOT will proceed to the next contractor with the lowest work order cost and continue in order from lowest to highest work order cost.

After construction funds are authorized, a work order may be assigned to the low bidder through the Work Order Assignment form (Appendix D - ID/IQ SA1 or ID/IQ MA1) detailing the project location, scope of work, contract (project) time, liquidated damages (if applicable), bonding requirements (if applicable), estimated pay items and quantities necessary to complete the project. Note that the work order assignment can outline multiple locations and not be specific to one location (i.e., guardrail). The issuance of the signed work order shall constitute the notice of award. For projects that do not require bonds, the Work Order Assignment form will also serve as the execution of the project.

The contractor shall be required to formally respond in writing to the offer of their decision to accept or decline the work order via the Work Order Assignment issued by NCDOT. This form is to be saved with the contract for audit purposes. Note that the Work Order Assignment special provision



allows for three working days for the contractor to accept or deny the project. Should the project be an emergency, the Engineer has the authority to reduce the response time as appropriate.

In accordance with North Carolina General Statute 44A-26, payment and performance bonds are required on contracts awarded for any one project that exceeds \$500,000. Beyond statutory requirements, NCDOT policy requires 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. This is outlined in the Department's [Division Let Guidance](#).

As noted above, the issuance of a work order assignment constitutes the notice of award. When a work order assignment reaches the levels requiring payment and performance bonds, the Work Order Assignment will notify the Contractor of the requirements to provide contract bonds per Article 103-7 of the Standard Specifications. Upon receipt of the properly executed contract payment and performance bonds, a formal letter will complete the execution of the project. One copy of the letter will be sent to the Contractor and the original will be retained in the contract file.

Note: Per 23 CFR 635.605(b) - Federal Participation, NCDOT may request Federal participation in the costs associated with an ID/IQ contract, or portion of a contract. If this occurs, FHWA's construction contracting requirements will apply to **all** ID/IQ contract work orders under the contract if any ID/IQ contract work orders are funded with Title 23, U.S.C. funds. Any expenses incurred before FHWA authorization will not be eligible for reimbursement except those approved by FHWA consistent with the provisions of 23 CFR 1.9.

## APPROVAL OF AND AMENDMENTS TO AGREEMENT ESTIMATES (635.115)

NCDOT will follow the Federal Division approved procedures for authorizing funds in FMIS to match the cost of the project. The ID/IQ PS&E Project Agreement Checklist (Appendix B) will be used to ensure that all federal and state requirements are met before construction funds are requested.

## CHANGED CONDITIONS CLAUSES (635.109)

During performance of the work, should the Engineer change the conditions of the work that 1) materially changes the character of the work, and 2) changes the cost of the work, the Contractor may be entitled to an adjustment in the contract lump sum or unit price in accordance with Article 104-3, Alteration of Plans or Details of Construction, of the Standard Specifications.



## APPROVAL OF CONTRACT CHANGES AND EXTRA WORK (635.120)

For ID/IQ contracts, approval of contract changes and extra work shall be in accordance with the approval authority guidelines set forth in the Supplemental Agreements section of the [NCDOT Construction Manual](#).

Extra work, as defined in Article 101-3 of the Standard Specifications, shall be work found necessary or desirable to fully complete the work as contemplated in the contract for which payment is not provided for by the contract unit or lump sum prices in the original contract. Extra work shall not be work that in the terms of the contract is incidental to work for which there is a contract price or work that payment is included in some other contract unit or lump sum price.

When it is determined that extra work as defined in Article 104-7 - Extra Work, of the Standard Specifications will be required, a supplemental agreement will be issued in accordance with Article 104-2 - Supplemental Agreements. In the case of multiple awards of the same contract, a supplemental agreement for the same items and scope shall be issued to all awarded contractors. If additional work items are identified after a specific work order assignment has been awarded to a contractor for a contract with multiple awards, a supplemental agreement may not necessarily be issued to all awarded contractors if the additional work items are not reasonably anticipated to be utilized on future work orders.

## PRICE ESCALATIONS AND CONTRACT EXTENSIONS

For ID/IQ contracts that exceed one year in duration, NCDOT will use price escalation methods in the form of the CPI index to adjust the payment for items of work in the issuance of new work orders. These price escalation methods will not be applied to items of work that are separately covered under commodity price escalation clauses in the ID/IQ contract. Price escalations should not be applied to current/active work orders that were assigned within the year. For these projects, the current unit prices will remain in effect until the completion of the work order.

23 CFR Part 635 Subpart F – Indefinite Delivery/Indefinite Quantity (ID/IQ) Contracting, requires the duration of the initial ID/IQ contract and any extensions to be limited to five years. Additionally, each contract extension cannot exceed the initial duration of the ID/IQ contract. NCDOT however, will establish initial ID/IQ contract durations of one year and have the option to exercise two one-year contract extensions for a maximum duration of three years unless approved otherwise. Extensions must be mutually agreed upon by both NCDOT and the contractor.

For contracts where prevailing wages apply under 23 USC 113 – Prevailing Rate of Wage, the current prevailing wage rate, as determined by the U.S. Department of Labor, in effect on the date of the execution of the contract extension shall apply to work covered under the contract extension. Any updates to the wage rates will be included in the contract extension documentation.

## LIQUIDATED DAMAGES

Once a contractor has accepted the work order, he/she should 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. Information concerning liquidated damage amounts and when they will apply will be detailed in the contract proposal and Work Order Assignment.

## ID/IQ DOCUMENTATION

NCDOT will follow the NC Department of Transportation Construction Manual procedures and processes for documenting projects with Federal Aid. NCDOT will establish a statewide ID/IQ SharePoint site to log and track contracts, work order assignments and DBE utilization. This SharePoint site and any corresponding information will be available to FHWA for review at any time information is requested.

## OTHER PROCEDURES TO ENSURE COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

### Qualification of contractors:

Requirements for prequalification, shall follow NCDOT's current policies and procedures as outlined in the 102-2 – Contractor Prequalification, of the Standard Specifications as well as for the submittal of the contract bid and for subcontracting requirements.

### Licensing, insurance and bonding of contractors:

Requirements for licensing, liability insurance and bonding of contractors shall follow NCDOT's current policies and procedures as outlined in the Standard Specification as well as the contract proposal.

### Debarred or suspended contractors:

Non-Collusion, Debarment and Gift Ban Certifications will be submitted at the time of bid in accordance with the Standard Specifications.

### Use of Disadvantaged Business Enterprise (DBE) contractors:

The requirements of 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, will apply to ID/IQ contracts. NCDOT will establish DBE goals at the ID/IQ contract level for attainment in single and multiple award opportunities. NCDOT will follow the federally approved special provisions for DBE utilization and replacement as well as the Good Faith Effort criteria.

Subcontracting:

NCDOT will allow subcontracting on ID/IQ contracts; however, the minimum prime contractor participation requirement set forth under Section 108-6 – Subletting of Contract of the Standard Specifications shall apply. Subcontractor approval will follow the same procedures as set up for construction projects. These procedures, including the subcontractor approval form to be submitted by the contractor, are outlined in the [NCDOT Construction Manual](#).

## APPENDIX A - Special Provisions

### **CONTRACT TIME FOR ID/IQ:**

(2-15-22)

SP1 G11

The date of availability for this contract is **[date]**\_\_\_\_\_.

The completion date for this contract is **[date]**\_\_\_\_\_.

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.

Any liquidated damages for this contract will be assessed per the Mobilization and Liquidated Damages provision located elsewhere in this Contract.

### **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 (SINGLE AWARD) FOR ID/IQ:**

(2-15-22)

SPD 01-800A

Work orders will be assigned utilizing the Work Order Assignment form. The Contractor shall respond via the Work Order Assignment form request within three working days of notification unless noted otherwise. Failure on the part of the contractor to reply within the specified time frame will be received as a rejection of the work order.

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*.

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

(2-15-22)

SPD 01-800B

Work orders will be assigned via the Work Order Assignment form 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. If the contractor with the lowest work order cost cannot begin the project within the time specified in the Work Order Assignment, the Engineer may contact the contractor with the next lowest work order cost. If that contractor can begin the work within the time specified in the Work Order Assignment, then the work order will be assigned to that contractor. If not, assignment of work orders will continue in order of work order cost until all awarded contractors have had a chance to accept the terms of the Work Order Assignment.

The contractor shall respond via the Work Order Assignment form request within three working days of notification unless noted otherwise. Failure on the part of the contractor to reply within the specified time frame will be received as a rejection of the work order.

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

**EMERGENCY MOBILIZATION FOR ID/IQ:**

(2-15-22)

SPD 01-830

The Contractor shall arrive on site within [number] 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:

<b>Pay Item</b>	<b>Pay Unit</b>
Emergency Mobilization	Each

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

(2-15-22)

SPD 01-840

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for [number] additional periods of one year each (maximum (3) three years total). Each year shall have a limit of **Dollars (\$\_\_\_\_\_)**.

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 for the previous 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.

The CPI will be determined from a 12-month period. Example below:

<u>Year</u>	<u>J</u>	<u>F</u>	<u>M</u>	<u>A</u>	<u>M</u>	<u>J</u>	<u>J</u>	<u>A</u>	<u>S</u>	<u>O</u>	<u>N</u>	<u>D</u>
2019	251.7	252.8	254.2	255.5	256.1	256.1	256.6	256.6	256.8	257.3	257.2	257.0
2020	258.0	258.7	258.1	256.4	256.4	257.8	259.1	259.9	260.3	260.4	260.2	260.5
2021	261.6	263.0	264.9	267.1	269.2	271.7	273.0	273.6	274.3	276.6	277.9	278.8
2022	281.1	—	—	—	—	—	—	—	—	—	—	—

CPI for current period (July 2021) 273.0  
Less CPI for previous period (July 2020) 259.1  
Equals index point change 13.9  
Divided by previous period CPI 259.1  
Equals 0.0536  
Result multiplied by 100 i.e. 0.0536 x 100  
Equals percent change 5.36%



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 [date/days] if the contract may be extended. The Contractor must notify the Engineer in writing by [date/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)

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:

- the contract for which bids were solicited;
- the particular law, regulation, or contract specification violated;
- a detailed description of the alleged violation; and
- 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.

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

(4-20-21)

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. In accordance with N.C. General Statute §136-28.10, an award in a maintenance contract shall not exceed \$500,000 per year. This contract award is limited to \$500,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

**MULTI-YEAR CONTRACTS:**

(4-20-21) (Rev. 3-15-22)

SP1 G75

This contract is a multi-year contract let pursuant to the provisions of N.C. General Statute §136-28.1(b). No minimum quantity of services is guaranteed to be awarded bidders under this contract. In accordance with N.C. General Statute §136-28.1(b), an award of a contract may be for an amount less but shall not exceed \$5,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

## APPENDIX B - ID/IQ PS&E Project Agreement Checklist

### PS&E Checklist for Work Order under an ID/IQ Contract

TIP #:	Construction WBS:	FA #:
County:	Description:	

This checklist should be completed for each work order and serve as supporting documentation for Construction Authorization requests.

REQUIREMENT	YES	NO	N/A	COMMENTS
Final plan set is complete (including Ped/ADA in work zones)				
Design exceptions documented and approved				
Approved Environmental Planning Document / Environmental Consultation ( <i>if Environmental Document was signed greater than 12 months prior to construction fund request</i> )				
Final Design (or combined) Field Inspection has been conducted (if warranted)				
All permits are approved				
ROW Certification letter (or ROW Field Certification Form) is complete and signed.				
Utility and Railroad Certifications are complete and signed.				
All agreements are fully executed (i.e. Railroad, Municipal, Utility)				
Updated and verified Engineer's Estimate				
Bonding needed for the work order in alignment with the bonding requirements.				
Work order time established and is reasonable.				

Time related incentives / disincentives (i.e. liquidated damages) have been considered. The use of I/D provisions should be restricted to critical projects where it is essential to minimize traffic delays				
Funding authorization complete before work order assignment.				

No Federal-aid or State-funded transportation improvements will be advertised for bids prior to authorization of the PS&E package by NCDOT personnel as documented in the NCDOT/FHWA Stewardship and Oversight Agreement. Therefore, the North Carolina Department of Transportation has conducted a final review of the subject project agreement pertaining to the completion of plans, specifications, and estimates (PS&E). The work order(s) contains the appropriate components within the PS&E package that meet state or federal-aid requirements in accordance with 23 Code of Federal Regulations except as noted below:

Comments:

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Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX C - ROW, Utilities and Rail Certification Forms

## RIGHT OF WAY FIELD CERTIFICATION

TIP No.	
WBS Element:	
County:	
Description:	

In connection with the above-referenced project, I certify that there were:

- 1) No persons displaced for this project or that all individuals and families have been relocated to DSS housing, Comparable replacement housing has been made available to relocates in accordance with applicable Federal and State laws and regulations.
- 2) The steps relative to relocation advisory assistance and payments as required by current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program have been taken, as required.
- 3) Any necessary utility easements have been acquired for utility relocations
- 4) Any land needed by NCDOT from any active or non-active Railroad Company has been acquired in accordance with all state and federal laws.

I further certify that one of the following has application:

1. All necessary right of way has been acquired or the State has legal right of physical possession of that right of way,  
  
or
2. The acquisition or right of occupancy and use of a few remaining parcels is not complete, but all occupants of the residences on such parcels have had replacement housing made available to them in accordance with 49 CFR 24.204. I assure that, if the physical construction of the project proceeds, displaced persons who have not yet moved from the right of way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature. I believe that it will be in the best public interest to proceed with this project. The following information is provided regarding excepted parcels and will be provided in the contract documents. These parcels will require delays of entry noted as follows:

TIP/PARCEL	PROPERTY OWNER	REASON FOR DELAY REQUEST	RELO (Y/N)	DELAY OF ENTRY UNTIL

FRM3-C  
05-18-2020

This certification assures compliance with all applicable Federal and State laws, rules and policies.

Date:

\_\_\_\_\_

\_\_\_\_\_  
DIVISION RIGHT OF WAY AGENT

Date:

\_\_\_\_\_

\_\_\_\_\_  
MANAGER, RIGHT OF WAY UNIT  
(required for Raleigh Let projects only)

# UTILITY CERTIFICATION

I. D. No.            W.B.S. Element:                            County:                            F. A. Project No.

In connection with the above referenced project, I certify that all necessary utility work applicable is in accordance with Federal and State laws and regulations. I further certify that one of the following has application:

\_\_\_\_\_ 1.     Completed,

\_\_\_\_\_ 2.     That all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule and, to the extent deemed necessary. There will be appropriate notification in the contract documents identifying the utility work that is to be undertaken concurrently with the project construction,

Or

\_\_\_\_\_ 3.     No utility conflicts.

This certification assures compliance with all applicable Federal and State laws, rules and policies.

DATE:

APPROVED \_\_\_\_\_

Division Engineer or designee





# APPENDIX D – ID/IQ Forms

Form IDIQ-ISA  
Rev Feb. 18, 2022

## NORTH CAROLINA DEPARTMENT OF TRANSPORTATION WORK ORDER ASSIGNMENT – Single Award Contracts

<b>Contract Title:</b>	
<b>Awarded Contractor:</b>	<b>PO #:</b>

**Work order Number:** \_\_\_\_\_ **LDs (yes or waived):** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Project WBS:** \_\_\_\_\_ **Payment & Performance Bonds Required (yes or no):** \_\_\_\_\_

**Project Description and Special Notes:**

Estimate of Line Items and Quantities, add additional rows if needed. Payment will be based on actual line items and quantities verified in the field.			
Line Code Item No.	Description	Unit	Quantity
<b>Estimate Total:</b>			

**Estimate Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In acceptance of this work order, the contractor agrees to mobilize and pursue the work diligently with workers 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 or as may be amended by the completion date.

Date of Availability:	Completion Date:
NCDOT's Signature:	Date of Signature:
Contractor's Signature:	Date of Signature:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 WORK ORDER ASSIGNMENT – Multiple Award Contracts**

<b>Contract Title:</b>		<b>Bonding Required (yes or no)</b>
<b>Awarded Contractors:</b>		<b>LDs (yes or waived):</b>
<b>1<sup>st</sup> Award</b>		<b>PO #:</b>
<b>2<sup>nd</sup> Award</b>		<b>PO #:</b>
<b>3<sup>rd</sup> Award</b>		<b>PO #:</b>

**Work order Number:** \_\_\_\_\_  
**Project Location:** \_\_\_\_\_  
**Project WBS:** \_\_\_\_\_

**Project Description and Special Notes:**

Estimate of Line Items and Quantities, add additional rows if needed. Payment will be based on actual line items and quantities verified in the field.			
Line Code Item No.	Description	Unit	Quantity
<b>Estimate Total:</b>			

**Estimate Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In acceptance of this work order, the contractor agrees to mobilize and pursue the work diligently with workers 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 or as may be amended by the completion date.

Date of Availability:	Completion Date:
NCDOT's Signature:	Date of Signature:
Contractor's Signature:	Date of Signature:

## APPENDIX E - ID/IQ Dispute Resolution (Internal Guidance)

### **DISPUTE RESOLUTION PROCESS FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY WORK ORDER ASSIGNMENTS**

#### **Background**

North Carolina Department of Transportation (NCDOT) follows General Statute §136-28.1 “Letting of contracts to bidders after advertisement; exceptions.” for construction, maintenance, operations, or repair of the North Carolina transportation infrastructure. All such contracts are awarded to the lowest responsible bidder(s), but “the right to reject any and all bids shall be reserved to the Board of Transportation.”

For Federal Aid projects, NCDOT also follows 23 CFR 635 Subpart F “Indefinite Delivery/Indefinite Quantity (ID/IQ) Contracting”, which requires a dispute resolution in the procurement requirements. The dispute resolution procedures must be made available to awardees of multiple awards on a single solicitation.

#### **The Dispute Resolution Process**

The following is a general description of the dispute resolution process:

##### **A. Nature of a Dispute:**

A complaint or allegation that the bid laws, regulations, procurement process or contract specifications have been violated is a “dispute”. Disputes generally arise from an allegation that the awarding authority has violated the state or federal bidding laws, regulations, procurement process or contract specifications during the prequalification or bid solicitation stage; or that a bidder has violated the bidding laws, regulations, or project specifications in its bid; or that an awarding authority has violated the bidding laws, regulations, or specifications in the award of the contract or work orders.

##### **B. Filing a Dispute:**

To be consistent with Section 103-3 of the North Carolina Standard Specifications to withdraw a bid due to a bid mistake, a Disputer shall communicate the following to the Engineer of record or the Division Engineer within 48 hours after the scheduled time of bid opening or task assignment:

- the contract for which bids were solicited;
- the particular law, regulation, or contract specification violated;
- a detailed description of the alleged violation; and
- any other information the Disputer deems relevant to the dispute.

C. After a Dispute is Filed:

The Engineer of record, along with the Division Engineer, will review the dispute for evaluation which may consider:

- Did NCDOT violate the bid laws, regulations, or contract specifications by failing to adhere to certain statutory, administrative code or specification requirements?
- Did NCDOT violate the bid laws, regulations, or contract specifications by making arbitrary decisions regarding bidder eligibility or qualifications?
- Did NCDOT violate the bid laws, regulations, or contract specifications by improperly or unfairly restricting competition for the contract or work order assignment?

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

- D. Once a determination has been made, the Disputer will be notified of the decision by the Division Engineer. If the decision does not meet the satisfaction of the Disputer, 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.