



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

September 5, 2008

Addendum No. 1

RE: Contract ID: C202120

WBS# 33396.3.1, 33443.3.1

F.A.# BRSTP-210(6), BRZ-1843(1)

Bladen, Columbus Counties (B-4029, B-4082)

Bridge Over Diversion Canal On NC-210 and Bridge Over Dan's Creek On SR-1843

September 16, 2008 Letting

To Whom It May Concern:

Reference is made to the proposal form recently furnished to you on this project.

The following revisions have been made to the proposal form:

On Page No. 1, the completion date for the project special provision entitled "Intermediate Contract Time Number 1 and Liquidated Damages" has been revised. Please void Page No. 1 in your proposal and staple the revised Page No. 1 thereto.

On Page No. 5, the percentages within the project special provision entitled "Schedule of Estimated Completion Progress" have been revised. Please void Page No. 5 in your proposal and staple the revised Page No. 5 thereto.

On Page No. 53, the dates for moving utilities have been revised within the project special provision entitled "Utilities By Others". Please void Page No. 53 in your proposal and staple the revised Page No. 53 thereto.

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Garris".

R. A. Garris, PE
Contract Officer

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
CONTRACTS & PROPOSALS
1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

TELEPHONE: 919-250-4124
FAX: 919-250-4127

WEBSITE: WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
BUILDING B - ENTRANCE B15
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27610

Page 2

Contract ID: C202120

Bladen, Columbus Counties (B-4029, B-4082)

RAG/jag/ls

Attachments

Cc: Mr. W. S. Varnedoe, PE
Mr. E. C. Powell, PE
Mr. T. R. Gibson, PE
Ms. D.M. Barbour, PE
Mr. Art McMillan, PE
Mr. J. V. Barbour, PE
Mr. Mark Staley (2)
Mr. Robert Memory
Mr. R. E. Davenport, Jr., PE
Ms. Norma Smith
Ms. Marsha Sample
Mr. Ronnie Higgins
Mr. Larry Strickland
Ms. Lori Strickland
Project File (2)

PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

(8-15-00) (Rev. 12-18-07)

SP1 G07A

The date of availability for this contract is **October 27, 2008**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **December 31, 2009**.

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

The liquidated damages for this contract are **Two Hundred Dollars (\$200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev.5-16-06)

SP1 G13A

Except for that work required under the Project Special Provisions entitled *Planting* and/or *Reforestation*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **October 27, 2008**.

The completion date for this intermediate contract time is **November 15, 2009**.

The liquidated damages for this intermediate contract time are **Eight Hundred Dollars (\$800.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting* and/or *Reforestation*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08)

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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2009	(7/01/08 - 6/30/09)	77% of Total Amount Bid
2010	(7/01/09 - 6/30/10)	23% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2006 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)

SP1 G61

Policy

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved DBE participation submitted by the prime contractor during the bidding process.

Committed DBE - Any DBE listed on the DBE commitment list approved by the Department at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

Revised 9-5-08

PROJECT SPECIAL PROVISIONS
Utility

UTILITIES BY OTHERS

General:

The following utility companies have facilities that will be in conflict with the construction of this project.

- A) Progress Energy – Power (Distribution)
- B) AT&T – Telephone

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owner. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the Standard Specifications.

Utilities Requiring Adjustment:

- A) Progress Energy - Power (Distribution)
 - 1) See Utilities by Others Plans.
 - 2) Progress Energy will relocate their aerial power facilities to a temporary location as shown on the plans by December 31, 2008. After the construction of the proposed bridges has been completed, Progress Energy will relocate their aerial power back to the original location.
- B) AT&T – Telephone
 - 1) See Utilities by Others Plans.
 - 2) AT&T will relocate their telephone facilities to a temporary location in joint use with Progress Energy, and will relocate to the original location after the construction of the proposed bridges has been completed. AT&T will be complete with the installation of their temporary telephone facilities by March 31, 2009.

NOTE: All other utilities will remain in place and will be adjusted as necessary.