



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

September 9, 2008

**Addendum No. 2**

RE: Contract ID: C201858

WBS# 35025.2.2

**Henderson County (U-4428)**

Hendersonville- US 64 (6<sup>th</sup> Ave) From Blythe Street To Buncombe Street

**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 "Contract Time 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 Nos. 53 and 54, the dates for moving utilities have been revised within the project special provision entitled "Utilities By Others". Please void Page Nos. 53 and 54 in your proposal and staple the revised Page Nos. 53 and 54 thereto.

Sincerely,

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

R. A. Garris, PE  
Contract Officer

Page 2

Contract ID: C201858

Henderson County (U-4428)

RAG/jag

Attachments

Cc: Mr. W. S. Varnedoe, PE  
Mr. E. C. Powell, PE  
Mr. J. B. Setzer, 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:**

(7-1-95) (Rev. 12-18-07)

SP1 G10

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

The completion date for this contract is **August 1, 2011**.

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 **Eight Hundred Dollars (\$800.00)** per calendar day.

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

(2-20-07)

SP1 G14 H

The Contractor shall complete the work required in Parcels 11, 13 and 14 as shown on Sheets 4 and 5 and other related sheets and shall place and maintain traffic on same.

The date of availability for this intermediate contract time will be the date the Contractor is allowed Right of Entry by the Engineer to begin the work.

The completion date for this intermediate contract time will be the date which is ONE HUNDRED THIRTY ONE (131) consecutive calendar days after and including the date of availability of this work.

If the Contractor is not allowed right of entry to these parcels prior to completion of the contract, this work will be deleted from the contract.

The liquidated damages are **TWO HUNDRED Dollars (\$200.00)** per calendar day.

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

(2-20-07)

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 a **two-lane, two-way** traffic pattern. The Contractor shall not close or narrow a lane of traffic on **US 64** during the following time restrictions:

Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Aggregate Base Course	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
____ In. Portland Cement Concrete Pavement	Gal/SY	0.245

**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)	34% of Total Amount Bid
2010	(7/01/09 - 6/30/10)	40% of Total Amount Bid
2011	(7/01/10 - 6/30/11)	24% of Total Amount Bid
2012	(7/01/11 - 6/30/12)	2% 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.

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**  
(10-16-07)

SP1 G67

**Policy**

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprise (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Revised 9-9-08

County: Henderson  
Project : U-4428

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) Duke Power Company
- B) Media Communications
- C) AT&T
- D) PSNC Energy

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 performed 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 for Roads and Structures.

Utilities Requiring Adjustments:

A) Duke Power Company

1. See "Utilities By Others Plans" for utility conflicts
2. Duke Power will complete relocation of their facilities by June 1, 2009.

B) Media Communications

1. See "Utilities By Others Plans" for utility conflicts
2. Media Communication will complete relocation of their facilities by July 1, 2009.

C) AT&T

1. See "Utilities By Others Plans" for utility conflicts

2. AT&T will complete relocation of their facilities by September 30, 2009.

D) PSNC Energy

1. See "Utilities By Others Plans" for utility conflicts
2. PSNC Energy will adjust if necessary during construction and will need 14 days notice and 7 days to complete each relocation.