



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES. PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

April 7, 2009

**Addendum No. 1**

RE: Contract ID: C201300  
WBS# 34929.3.ST1  
F.A. # STM-1923(9)  
**Johnston County (U-3334A)**  
SR-1923 (Booker Dairy Road Extension) From US-70  
To Buffalo Road In Smithfield

**April 21, 2009 Letting**

To Whom It May Concern:

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

The following revision(s) have been made to the Proposal:

On Page No. 17, the Project Special Provision entitled "Notice Of Economic Stimulus Project" has been deleted. Also, on Page No. 17 and new Page No. 17-A the project special provision entitled "Required Contract Provisions For ARRA" has been added. Please void Page No. 17 in your proposal and staple the revised Page No. 17 and new Page No. 17-A thereto.

The Table of Contents has been revised to reflect the above mentioned revision. Please void the Table of Contents in your proposal and staple the revised Table of Contents thereto.

The following revisions have been made to the Structure Plans:

Sheet Nos. S-51, S-52 and S-53 have been revised to correct the number of strands shown in the centerline of girder strand layout. Please void Sheet Nos. S-51, S-52 and S-53 and staple the revised Sheet Nos. S-51, S-52 and S-53 thereto.

Sincerely,

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

R. A. Garris, PE  
Contract Officer

RAG/jag  
Attachments

cc: Mr. J.G Nance, PE  
Mr. Ron Hancock, PE  
Mr. R. E. Greene, PE  
Ms. D. M. Barbour, PE  
Mr. Art McMillan, PE  
Mr. J.V. Barbour, PE  
Mr. Mark Staley (2)  
Project File (2)

Mr. Robert Memory  
Mr. R. E. Davenport, Jr., PE  
Mr. G. R. Perfetti, PE  
Mr. Ronnie Higgins  
Mr. Larry Strickland  
Ms. Marsha Sample  
Ms. Norma Smith  
Ms. Lori Strickland

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

**REQUIRED CONTRACT PROVISIONS FOR ARRA:**

(3-17-09) (Rev 3-31-09)

SP1 G86

**Reporting Requirements**

The Contractor is hereby notified that this project will be financed with *American Recovery and Reinvestment Act of 2009 (ARRA)* Funds. The Contractor shall assure that all subcontracts, and other contracts for services for an ARRA funded project shall also have these provisions in their contracts. As such the Department may require that the Contractor provide reports and other employment information as evidence to document the number of jobs created and/or sustained by this project for the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports as the cost for same shall be included in the various items in the contract.

**Posting with the Local Employment Security Commission**

In addition to any other job postings the Contractor normally utilizes, the Contractor shall post with the local Employment Security Commission Office, all positions for which he intends to hire workers as a result of being awarded this contract.

**Required Contract Provision to Implement ARRA Section 902**

*Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009* requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**Authority of the Inspector General**

*Section 1515(a) of the ARRA* provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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