



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES. PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

August 4, 2009

Addendum No. 1

RE: Contract ID: C202406

WBS# 45115.3.ST1, 45116.3.ST1, 45117.3.ST1

F.A. # STM-1396(2), STM-1138(16), STM-077-1(197)100

Surry County (B-5185, B-5186, B-5187)

Bridges # 87,120,147,167,168,187,198,204,208,210,211 & 214

On I-77 From NC-268 Bypass To Virginia State Line

August 18, 2009 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal:

On Page No. 1 the availability and completion date within 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. 3 the "Progress %" within the project special provision entitled "Schedule Of Estimated Completion Progress" has been revised. Please void Page No. 3 in your proposal and staple the revised Page No. 3 thereto.

Sincerely,

R. A. Garris, PE
Contract Officer

RAG/jag
Attachments

cc: Mr. J.G Nance, PE
Mr. Ron Hancock, PE
Mr. M. A. Pettyjohn, PE
Ms. D. M. Barbour, PE
Mr. Art McMillan, PE
Mr. J.V. Barbour, PE
Mr. R. E. Davenport, Jr., PE
Project File (2)

Mr. Robert Memory
Ms. Penny Higgins
Mr. Ronnie Higgins
Mr. Larry Strickland
Ms. Marsha Sample
Ms. Norma Smith
Ms. Lori Strickland

PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES (no permits):

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

SP1 G05 B

The date of availability for this contract is the date the Contractor begins work but not before **March 15, 2010** or later than **May 1, 2010**.

The completion date for this contract is the date that is **One Hundred Seventy-Five (175)** consecutive calendar days after and including the date of availability.

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. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

INTERMEDIATE CONTRACT TIME NUMBER 1 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 **2-lane, 1-way** traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-77 & I-74** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Friday 6:00 A.M. to Sunday 9:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **I-77 & I-74**, 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.

PROSECUTION OF WORK:

(7-1-95)

RG 15

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$800.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev 8-21-07)

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

SP1 G34

None of the items included in this contract will be specialty items (See Article 108-6 of the *2006 Standard Specifications*).

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:

	Fiscal Year	Progress (% of Dollar Value)
2010	(7/01/09 - 6/30/10)	72 % of Total Amount Bid
2011	(7/01/10 - 6/30/11)	28 % 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.