



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

March 4, 2010

**Addendum No. 1**

RE: Contract ID C202327

F.A. # BRSTP-109(10)

WBS # 33551.3.1

**Montgomery County (B-4204)**

Bridge Over Rock Creek and Approaches on NC-109

**March 16, 2010 Letting (Advertisement extended from February 16, 2010 Letting)**

To Whom It May Concern:

This project was originally scheduled for a February 16, 2010 bid opening. It was decided to extend the advertisement, make some changes and open bids on Tuesday, March 16, 2010 at 2:00 PM.

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

The following revisions have been made to the plans:

On Sheet Nos. UO-2 and UO-3 the proposed electrical line relocation has been revised. Please void Sheet Nos. UO-2 and UO-3 in your plans and staple the revised Sheet Nos. UO-2 and UO-3 thereto.

The following revisions have been made to the Proposal:

The bid opening date on the proposal cover sheet has been revised from "February 16, 2010" to "March 16, 2010". Please void the existing cover sheet and staple the revised cover sheet (Dated Revised 3-4-10) thereto.

On Page No. 1 the availability date within the Project Special Provision entitled "Contract Time and Liquidated Damages" has been revised. Also on Page No. 1 the availability date and completion date within 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 base index price within the Project Special Provision entitled "Fuel Price Adjustment" has been revised. Please void Page No. 5 and staple the revised Page No. 5 thereto.

**MAILING ADDRESS:**

NC DEPARTMENT OF TRANSPORTATION  
CONTRACT STANDARDS AND DEVELOPMENT UNIT  
1591 MAIL SERVICE CENTER  
RALEIGH NC 27699-1591

TELEPHONE: 919-250-4128  
FAX: 919-250-4119

WEBSITE: [WWW.NCDOT.ORG](http://WWW.NCDOT.ORG)

**LOCATION:**

CENTURY CENTER COMPLEX  
ENTRANCE B-2  
1020 BIRCH RIDGE DRIVE  
RALEIGH NC 27610

On Page No. 6 the progress percentages within the Project Special Provision entitled "Schedule of Estimated Completion Progress" has been revised. Please void Page No. 6 in your proposal and staple the revised Page No. 6 thereto.

On Page No. 61 the base price index for asphalt binder within the Project Special Provision entitled "Price Adjustment-Asphalt Binder for Plant Mix" has been revised. Please void Page No. 61 in your proposal and staple the revised Page No. 61 thereto.

On Page No. 68, the Project Special Provisions entitled "Utilities By Others" has been revised. Please void Page No. 68 in your proposal and staple the revised Page No. 68 thereto.

The Expedite File has been updated to reflect the change of let date. Do not use the EBS file you previously downloaded for the February 16, 2010 letting. Please download the new Expedite EBS file associated with the March 16, 2010 letting. Bid Express will not accept your bid unless the new EBS file is used.

Sincerely,



R. A. Garris, PE  
Contract Officer

RAG/jag  
Attachments

cc: Mr. Jon Nance, PE  
Mr. Ron Hancock, PE  
Mr. Tim Johnson, PE  
Ms. D. M. Barbour, PE  
Mr. Art McMillan, PE  
Mr. J. V. Barbour, PE  
Ms. Marsha Sample  
Project File (2)

Mr. R.E. Davenport, PE  
Mr. Ronnie Higgins  
Mr. Larry Strickland  
Ms. Penny Higgins  
Ms. Jaci Kincaid  
Ms. Norma Smith  
Ms. Lori Strickland

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
RALEIGH, N.C.

PROPOSAL

Revised 3-4-10

DATE AND TIME OF BID OPENING: **MARCH 16, 2010 AT 2:00 PM**

CONTRACT ID C202327

WBS 33551.3.1

FEDERAL AID NO. BRSTP-109(10)

COUNTY MONTGOMERY

T.I.P. NO. B-4204

MILES 0.349

ROUTE NO. NC 109

LOCATION BRIDGE OVER ROCK CREEK AND APPROACHES ON NC-109.

TYPE OF WORK GRADING, DRAINAGE, PAVING, AND STRUCTURE.

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A ROADWAY & STRUCTURE PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

**PROJECT SPECIAL PROVISIONS**

**GENERAL**

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

SP1 G07 A

The date of availability for this contract is **April 26, 2010**, 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, 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 **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 G13 A

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 **April 26, 2010**.

The completion date for this intermediate contract time is **August 15, 2011**.

The liquidated damages for this intermediate contract time are **Five Hundred Dollars (\$500.00)** 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.

- (B) The maximum clearing and grubbing limits are to be as shown on the plans except that cutting of hazard trees outside these limits may be done with approval. Confine construction machinery within the clearing limits.

**Landscape and Erosion Control Plan**

The erosion control plan will be designed and implemented to prevent visible sediment, as defined by NC DENR regulations, from reaching any defined stream channel.

Conform to, but not be limited to, the following Landscape and Erosion Control Plan.

- (A) Prevent visible sediment from entering any stream channel. If an erosion control practice must be sited in a channel, it shall stop further down-channel transport of visible sediment.
- (B) Bear responsibility for the prevention and control of soil erosion and gulying on the right of way and lands adjacent thereto resulting from the construction of maintenance of the road. Revegetate with grass (not Love Grass) or herbaceous plants all ground where the soil has been exposed. Accomplish revegetation within 20 working days following final grading.
- (C) Round the ends of cut sections and the tops of back slopes.
- (D) Vegetate all front and back slopes by liming, fertilizing, mulching and seeding; including any waste area. Mulch critical areas if they are to be exposed greater than 5 working days of probable inclement weather during seasons when seeding is impracticable. Critical areas include all bare soils within 100 feet (slope distance) of perennial and intermittent streams. Mulch these as soon as practical and after final seeding.
- (E) Maintain all erosion control practices in a timely manner to prevent visible sediment from entering any stream channel, until such time that the final revegetation stabilizes the site and prevents erosion and off-site movement of sediment.

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev 1-20-09)

SP1 G43

Revise the 2006 *Standard Specifications* as follows:

**Page 1-93 Subarticle 109-8, add the following:**

The base index price for DIESEL #2 FUEL is \$ 2.0344 per gallon.

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
Concrete Shoulders Adjacent to ____ In. 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:

Fiscal Year		Progress (% of Dollar Value)
2010	(7/01/09 - 6/30/10)	19 % of Total Amount Bid
2011	(7/01/10 - 6/30/11)	68 % of Total Amount Bid
2012	(7/01/11 - 6/30/12)	13 % 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.

**REVISION TO FHWA-1273 CONCERNING PERSONAL INFORMATION ON PAYROLL SUBMISSIONS:**

(1-20-09)

SP1G59

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts* as follows:

Section V, Paragraph 2b is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2006 Standard Specifications*.

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2006 Standard Specifications*.

The base price index for asphalt binder for plant mix is \$ 478.93 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on February 1, 2010.

**BORROW EXCAVATION AND SHPO DOCUMENTATION FOR BORROW/WASTE**

**SITES:**

(12-18-07)(4-15-08)

SP8 R02

Revise the *2006 Standard Specifications* as follows:

**Division 2 Earthwork**

**Page 2-16, Subarticle 230-1(D)**, add the words: *The Contractor specifically waives* as the first words of the sentence.

**Page 2-17, Article 230-4(B) Contractor Furnished Sources, first paragraph, first sentence** replace with the following:

Prior to the approval of any borrow sources developed for use on any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the removal of the borrow material from the borrow sources(s) will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places.

**Division 8 Incidentals**

**Page 8-9, Article 802-2 General Requirements, add the following as the 1st paragraph:**

Prior to the removal of any waste from any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the deposition of the waste material to the proposed waste area will have no effect on any known district, site building, structure, or object, architectural and/or archaeological that is included or eligible for inclusion in the National Register of Historic Places. Furnish a copy of this certification to the Engineer prior to performing any work in the proposed waste site.

03/01/2010

County: Montgomery

Project: B-4204

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) RANDOLPH EMC-POWER
- B) EMBARQ-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) Randolph EMC

Randolph EMC will need one (1) week notice prior to completion of the detour bridge and two (2) weeks to relocate their power line to the temporary location.

Randolph EMC will relocate their power line back to the original alignment upon completion of the new bridge.

See Utilities By Others Plans for details.

## B) Embarq

They will relocate the telephone line and will complete by date of availability

See Utilities By Others Plans for details.