



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

November 2, 2011

Addendum No. 1

RE: Contract ID C202862

WBS # 7C.068096, Etc.

State Funded

Orange County

4 Sections of Secondary Road

November 15, 2011 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal:

On Page No. 1 the 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. 2 the project special provision entitled "Intermediate Contract Time No. 2 and Liquidated Damages" has been added. Please void Page No. 2 in your proposal and staple the revised Page No. 2 thereto. The project special provision entitled "Prosecution Of Work" was moved to new Page No. 2A. Please staple New Page No. 2A after revised Page No. 2 in your proposal.

On Page No. 4 the percentages within the project special provision entitled "Schedule Of Estimated Completion Progress" have been revised. Please void Page No. 4 in your proposal and staple the revised Page No. 4 thereto.

The Table of Contents has been revised to reflect the above noted changes. Please void the Table of Contents in your proposal and staple the revised Table of Contents 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
CONTRACT STANDARDS AND DEVELOPMENT UNIT
1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

TELEPHONE: 919-707-6900
FAX: 919-250-4119
WEBSITE: WWW.NCDOT.ORG

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

RAG/jag
Attachments

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

Mr. R.E. Davenport, PE
Ms. Natalie Roskam, PE
Mr. Larry Strickland
Mr. Ronnie Higgins
Ms. Lori Strickland
Ms. Marsha Sample

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PROPOSAL ITEM SHEET AND SIGNATURE SHEET

- Item Sheet (s)
- Signature Sheet (Bid Acceptance by Department)

PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

RG 10

The date of availability for this contract is **March 5, 2012**.

The completion date for this contract is **August 17, 2012**.

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)

RG 14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **ANY MAPS** during the following time restrictions:

DAY AND TIME RESTRICTIONS**MONDAY THRU SUNDAY SUNSET TO 9:00 A.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **ANY MAPS**, 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.
2. For **New Year's Day**, between the hours of **9:00 a.m.** December 31st and **SUNSET** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **SUNSET** the following Tuesday.
3. For **Easter**, between the hours of **9:00 a.m.** Thursday and **SUNSET** Monday.
4. For **Memorial Day**, between the hours of **9:00 a.m.** Friday and **SUNSET** Tuesday.

5. For **Independence Day**, between the hours of **9:00 a.m.** the day before Independence Day and **SUNSET** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **9:00 a.m.** the Thursday before Independence Day and **SUNSET** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **9:00 a.m.** Friday and **SUNSET** Tuesday.
7. For **Thanksgiving Day**, between the hours of **9:00 a.m.** Tuesday and **SUNSET** Monday.
8. For **Christmas**, between the hours of **9:00 a.m.** the Friday before the week of Christmas Day and **SUNSET** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the **existing** traffic pattern.

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

The Contractor shall complete all work on **MAP 2** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **June 18, 2012**.

The completion date for this intermediate contract time is **August 17, 2012**.

The liquidated damages for this intermediate contract time are **One Thousand Dollars (\$1,000.00)** per calendar day.

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.

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev 8-16-11)

RG43

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 **\$2.9379** 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
Class IV Subgrade Stabilization	Gal/Ton	0.55
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)

RG 58

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)
2012 (7/01/11 - 6/30/12)	84% of Total Amount Bid
2013 (7/01/12 - 6/30/13)	16% 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.