



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

September 8, 2017

**Addendum No. 2**

RE: Contract # C204082

WBS # 52016.3.1

F. A. # FF-0012(064)

**Dare County (F-5700)**

Construct 183'-7" X 46' X 10'-6" Passenger/Vehicle Ferry

**September 19, 2017 Letting**

To Whom It May Concern:

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

The following revisions have been made to the proposal:

<b>Page No.</b>	<b>Revisions</b>
Proposal Cover	Note added that reads "Includes Addendum No. 2 Dated 09-08-17".
CS-4	Added Item 6 e. to include information on limited liability companies
CS-12	Clarified last sentence of Item (e) in Section "A.7 Prosecution of Work (Liquidated Damages)"
CS-15	Clarified quality requirements in Item (d) in Section "A.8 Materials"
CS-15	Revised standards in Item (e) in Section "A.8 Materials"
CS-26	Added Items (f) and (g) in Section "A.20 Guarantee" to include required warranty information
CS-26	Added new Section "A.23-A Vessel Passage"
CS-27	Revised page due to the addition of "A.23-A Vessel Passage" on previous page
CS-28	Revised page due to the addition of "A.23 Vessel Passage" on previous page

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
CONTRACT STANDARDS AND DEVELOPMENT  
1591 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1591

*Telephone:* (919) 707-6900  
*Fax:* (919) 250-4127  
*Customer Service:* 1-877-368-4968

*Location:*  
1020 BIRCH RIDGE DR.  
RALEIGH, NC 27610

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

Please void the Proposal Cover; Page No. CS-4; Page No. CS-12; Page No. CS-15; Page No. CS-26; Page No. CS-27 and Page No. CS-28 in your proposal and staple the revised pages thereto.

The contract will be prepared accordingly.

Sincerely,

DocuSigned by:  
  
F81B6038A47A442...  
Ronald. E. Davenport, Jr., PE  
State Contract Officer

RED/jag  
Attachments

cc: Mr. Lamar Sylvester, PE  
Mr. Jerry Jennings, PE  
Mr. Chris Werner, PE  
Mr. Ken Kennedy, PE  
Ms. Jaci Kincaid  
Mr. Sterling Baker, PE  
Mr. Joe Waldrep  
Project File (2)

Mr. Ray Arnold, PE  
Ms. Theresa Canales, PE  
Mr. Mike Gwyn  
Ms. Penny Higgins  
Mr. Mitchell Dixon  
Ms. Lori Strickland  
Mr. Jon Weathersbee, PE

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

PROPOSAL

**INCLUDES ADDENDUM No. 1 DATED 09-01-17**

**INCLUDES ADDENDUM No. 2 DATED 09-08-17**

DATE AND TIME OF BID OPENING: **SEPTEMBER 19, 2017 AT 2:00 PM**

CONTRACT ID C204082  
WBS 52016.3.1

*VOID FOR BIDDING*

FEDERAL-AID NO. FF-0012(064)  
COUNTY DARE  
T.I.P. NO. F-5700  
MILES 0.000  
ROUTE NO. NC 12  
LOCATION NC-12

TYPE OF WORK CONSTRUCT 183'-7" X 46' X 10'-6" PASSENGER/VEHICLE FERRY.

**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. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

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

**THIS IS A FERRY PROPOSAL**

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

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## CS-4

1. **THE PROPOSAL FORM FURNISHED BY THE DEPARTMENT SHALL BE USED AND SHALL NOT BE TAKEN APART OR ALTERED.** The bid shall be submitted on the same proposal form which has been furnished to Bidder by the Department, as identified by the Bidder's name marked on the front cover by the Department.
2. All entries including signatures shall be written in ink.
3. The Bidder shall submit a unit or lump sum price for every item in the proposal form other than items which are authorized alternates to those items for which a bid price has been submitted.
4. The total amount bid shall be written in figures in the proper place in the proposal form.
5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the bidder shall initial the change in ink.
6. The bid shall be properly executed. In order to constitute proper execution, the bid shall be executed in strict compliance with the following:
  - a. If a bid is by an individual, it shall show the name of the individual and shall be signed by the individual with the word "Individually" appearing under the signature. If the individual operates under a firm name, the bid shall be signed in the name of the individual doing business under the firm name.
  - b. If the bid is by a corporation, it shall be executed in the name of the corporation by the President or Vice President. It shall be attested by the Secretary or Assistant Secretary. The seal of the corporation shall be affixed. If the bid is executed on behalf of a corporation in any other manner than as above, a certified copy of the minutes of the Board of Directors of said corporation authorizing the manner and style of execution and the authority of the person executing shall be attached to the bid or shall be on file with the Department.
  - c. If the bid is made by a partnership, it shall be executed in the name of the partnership by one of the partners.
  - d. If the bid is a joint venture, it shall be executed by each of the joint ventures in the appropriate manner set out above. In addition, the execution by the joint ventures shall appear below their names.
  - e. If the bid is made by a limited liability company, it shall be signed by the manager, member or authorized agent and notarized.
7. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
8. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
9. The bid shall be accompanied by a bid bond on the form furnished by the Department or a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of Section A.2-6. The bid deposit shall be a certified check or cashier's check in accordance with Section A.2-6.
10. The bid shall be placed in a sealed envelope and shall have been delivered and received by the Department prior to the time specified in the invitation to bid.

### **A.2-6 BID BOND OR BID DEPOSIT**

Each bid shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashier's check in the amount of at least 5% of the total amount bid for the contract. No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashier's check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the same, and if

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any claim against the Contractor for liquidated damages when the contract is not completed within the contract time for any reason whatsoever other than the said acts of God or acts of the Board. A request by the Contractor for an extension of time shall be made to the Inspector within five (5) days after such delay has occurred and he shall make a determination as to the cause of the delay and the amount of time that the contract should be extended by reason of such delay.

(e) It is understood and agreed that if a claim is filed for an extension of contract time, or an apportionment and remittance of liquidated damages, the burden of proof shall be upon the Contractor to establish the acts of God or the acts of the Board causing the alleged delay; and if the Contractor fails to sustain the burden of proof, he shall not be entitled to an extension of contract time, or to an apportionment and remittance of liquidated damages. The burden of proof herein referred to shall be the same that in other cases of like nature exists. Proof shall be submitted by the Contractor of delays due to an act of God or act of the Board to enforce or collect liquidated damages due to any other reason whatsoever.

(f) The Contractor is hereby notified that no consideration will be given to requests for remissions of liquidated damages for any reason whatsoever, except as covered by Paragraph A.7 herein. The Contract date for completion will be changed on a negotiated basis for any work authorized or deleted by supplemental agreements to the original contract.

### **A.7-1 WORK PROGRESS**

(a) It is the intent of these specifications that the Contractor shall commence work on the date of availability as noted elsewhere herein. The Contractor shall not begin work prior to the date of availability without written approval of the Inspector. If such approval is given and the Contractor does begin work prior to the date of availability, the Department will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

(b) The Contractor shall not perform any work on the project until the Department has received the properly executed contract and contract bonds.

(c) It is further the intent of these specifications that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision and with equipment, material, and method of construction as may be required to complete the work described in the contract, or as may be amended by the completion date.

### **A.7-2 MASTER CONSTRUCTION SCHEDULE**

(a) The Contractor shall prepare and submit for approval by the Inspector, a Master Construction Schedule of his proposed working progress on the project. The Contractor shall submit to NCDOT, the preliminary Master Construction Schedule showing the Contractor's plan and construction sequence proposed to accomplish the work with the Contract period. The preliminary and all subsequent Master Construction Schedule submittals shall be in PDF format and in MS Project native file format. NCDOT will review this document, comment, and return review comments within ten (10) working days to the Contractor. NCDOT will then meet with the Contractor to discuss the comments. The Contractor shall schedule the review meeting to be held within ten (10) working days after receipt of NCDOT comments. The Master Construction

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required and not previously approved. (See Section A.10 & A.11 "Plans and Specifications").

(d) Steel plate, shapes and other metal work shall be ABS Grade A or ASTM A36 minimum meeting ASB requirements.

(e) Paints, electrical, piping, and all other materials shall conform to the standards of standard shipbuilding material for passenger vessels, as specified herein.

(f) All galvanizing shall be "hot dip" process.

(g) All plywood shall be waterproof marine type in all cases, with all edges sealed before installation, but after cutting to shape.

(h) Two (2) copies of each purchase order for all materials, articles, and equipment purchased by the Contractor shall be furnished to the Inspector prior to issue to the vendor. Purchase orders shall show unit and total price of materials, articles and equipment purchased and vendor's complete address.

(i) Materials requiring specified approval, which are ordered by the Contractor before approval, shall be entirely at the risk of the Contractor.

(j) Where material herein specified is not available on the present market, alternate materials of equal quality at no additional cost may be processed for approval of the Inspector by the Contractor.

(k) Any material or equipment provided by the Contractor which proves defective and unfit for service either before or after installation and whether previously approved or not shall be replaced by the Contractor with satisfactory items without additional cost to the Owner.

(l) Buy America compliance - This is a Federal Highways (FHWA) funded project. Source of supply and quality of materials shall comply with NCDOT requirements, as specified in Standard Specifications for Roads and Structures 2012 and Buy America requirements as required by 23 CFR 635.410 for federal aid highway projects.

In accordance with 23 CFR 635.410, a nationwide waiver has been granted for certain ferryboat equipment and machinery items: marine diesel engines, electrical switchboards and switch gear, electric motors, pumps, ventilation fans, boilers, electrical controls, and electronic equipment. Items not specifically included in the waiver remain subject to the Buy America requirements. While waivers may be requested for other items, the basis of successful waiver applications is the non-availability of a functionally equivalent and serviceable product in which all steel and iron is of wholly US origin. Any waiver request must be submitted by NCDOT, therefore the Contractor must apply to NCDOT to make a waiver application on their behalf. Any delay associated with any waiver application is the sole responsibility of the Contractor, and is not grounds for additional time or receipt of additional payment.

The Contractor shall be responsible for ensuring that its subcontractors also comply with these

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equipment, machinery, fittings, etc.; regular warranty periods will apply for all component items not hereinafter listed.

(c) The Contractor shall make good all damage to the vessel or its equipment or contents thereof, which is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract and shall restore all disturbed work resulting from the same.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

(e) All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the terms of this paragraph during the life of such special guarantees. **All guarantees shall begin on the date of final acceptance by the Department.**

(f) **Page TS-36, Technical Specifications, Section 233.1 PROPULSIONS ENGINES – General,** add the following item to the necessary features, equipment and accessories list:

- Main Engines shall have a Five Year / 10,000 Hour warranty

(g) **Page TS-41, Technical Specifications, Section 245 CYCLOIDAL PROPELLERS,** add the following item to the necessary features and accessories list:

- Cycloidal Propellers shall have a Five Year / 10,000 Hour warranty

### **A.22 CERTIFICATES, DOCUMENTS, ETC.**

(a) Upon completion of vessel and prior to acceptance the Contractor shall turn over to the Owner "Consent of Surety," "Affidavit of Payment of Labor and Materials" which shall include a list of material and equipment that is unpaid, waivers from suppliers and a statement that the vessel is free and clear of all liens and any other documents called for in other paragraphs herein.

(b) Upon completion of the vessel and after it is delivered, the Owner shall turn over to the Contractor a (notarized) certified statement (that all work required by these specifications, including any extra work is complete and satisfactory on the date of delivery. This statement in no way affects or reflects on the guarantee covered herein.

### **A.23 DELIVERY**

(a) The vessel shall be delivered by the Contractor to the Owner at the North Carolina State Shipyard, located at 8550 Shipyard Road, Manns Harbor, North Carolina 27953.

(b) The Owner shall upon delivery turn over to the Contractor all documents required by these specifications, (paragraph A.22(b)).

(c) The Contractor shall upon delivery turn over to the Owner all documents required by these specifications (paragraph A.22(a)).

### **A.23-A VESSEL PASSAGE**

**Page TS-139, Technical Specifications,** replace the first paragraph of Section **983 DELIVERY** with the following:

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Upon completion of construction, operational tests, acceptance trials, and after all known defects have been corrected, and the vessel is ready and able to be put into passenger service, the Contractor shall safely deliver the vessel afloat at NCDOT's shipyard located in Manns Harbor, NC. Plans for the delivery voyage shall be approved by the NCDOT Representative. During transit, the vessel shall remain within safe distance from land, in case of weather that the vessel is not capable of withstanding.

### **A.24 ACCEPTANCE**

When the trials and all tests have been made, and all work completed to the satisfaction of the Owner, the vessel will be formally accepted by the Owner after delivery upon presentation of all necessary documents as described herein. See section A.39 for final acceptance requirements and permanent USCG COI at owner's facility in Manns Harbor, NC. All vessel items must be 100% complete prior to acceptance.

### **A.25 FAILURE TO RECOGNIZE**

Failure of the Contractor to recognize the need for performance of work or furnishing of materials required to complete the vessel in accordance with the true intent of these specifications shall not be grounds for additional payments or charges under this contract or these specifications.

### **A.26 PATENT RIGHTS**

The Contractor shall pay all royalties and assume defense and indemnity and save harmless the Owner and his officers, from any patent infringements.

There is no knowledge of any infringement.

### **A.27 WELDING**

#### **(a) Qualifications of Welders**

All welding performed under this specification shall be done by welders holding a valid qualification certificate issued by the U. S. Coast Guard, or the American Bureau of Shipping, for the class of work to be accomplished. A list of welders and their certification shall be provided to the Owner. List shall be updated as required.

Qualified welding supervisors shall be employed to assure conformity with standards of workmanship required.

#### **(b) Standards**

In general, the design of joints and the amount and type of welding shall conform to the A.B.S. Rules for Building and Classing Steel Vessels under 90 Meters (295 Feet) in Length, 2017, Part 2, Chapter 4. A more detailed description of the workmanship required can be found in the IACS Guide No. 47, Shipbuilding and Repair Quality Standard and the Ninth Edition of the Welding Handbook, published by the American Welding Society. Electrodes used for welding shall be of type approved by the U. S. Coast Guard for the various types of materials to be welded. Plates shall be smooth and free from wrinkles, uneven joints, wavy surfaces, etc.

No welding is to be done on hull plating below or near the waterline while the vessel is afloat. Welds shall be uniform and properly sized. Unsatisfactory welding shall be removed, ground smooth and re-welded in a satisfactory manner.

The striking of an arc on any principal hull plate surface is prohibited unless the plate surface on which the arc is struck is to be incorporated in a welded joint. Marks left by an accidental striking of an arc shall be ground out to a smooth contour, taking care that the plate thickness is not reduced more than ten (5) percent. Arc marks which exceed ten (10) percent of the plate thickness shall be reported at once to the Inspector, and corrective action taken as he directs. U.S. Coast Guard and/or ABS approved welding procedures shall be provided prior to starting construction.



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Hull Protection - The Contractor shall maintain rigid control of welding and grounding for protection of the hull, its systems and appendages during the entire time the vessel is in the custody of the Contractor. Grounding connections shall be bolted as opposed to clamped.

### **A.28 CARE DURING CONSTRUCTION**

All parts of the vessel, including, but not limited to, structure, deck coverings, fittings, equipage, outfit, furniture, insulation, paint work, machinery, auxiliaries, appliances and apparatus, shall be maintained in satisfactory condition during the entire period of construction and fitting out. All dirt, chips, and scrap material shall be cleaned out at frequent intervals during construction, and no water shall be allowed to remain in the vessel. The vessel must be thoroughly cleaned throughout at the time of delivery to the Owner. Special measures shall be taken to minimize damage incident to storage, installation and construction and to prevent corrosion or other deterioration, especially to all unpainted, polished, and moving parts. All defects, damage, and deterioration of the vessel, its parts, fittings, and outfit that occur before acceptance of the vessel shall be corrected and repaired by the Contractor at his expense. Equipment, prefabricated parts, furniture, and items such as life floats, lines, and canvas, which are stored in warehouses or on piers during the construction period of the vessel, shall be thoroughly examined for and rid of rats and vermin before being placed on board.

Fire Protection - During construction, flammable material shall not be stored onboard the vessel in such a manner to create a serious fire hazard. The Contractor shall exercise special care to prevent the possible outbreak of fire.

Where hot work is being carried out in the vicinity of combustible material, a fire watch whose sole purpose shall be to watch for fires and keep firefighting equipment on hand shall be constantly on duty.

### **A.29-1 PAYMENTS AND ACCEPTANCE**

(a) Payments shall be made as set out in the Contract.

(b) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or any responsibility of the Contractor as herein set forth or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

(c) The final payment will not become due until the Contractor shall deliver to the Owner through the Inspector, Consent of Surety for final payment and an Affidavit of Payments of Claims that all subcontractors and suppliers of either labor or materials have been paid all sums due them for work performed or materials furnished in connection with this Contract or that satisfactory arrangements have been made by the Contractor with such subcontractors and suppliers with respect to the payment of such sums as may be due them by the Contractor (See paragraph A.35 also).

#### **(d) ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

No certificate for payment issued by the Inspector and no payment, final or otherwise, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with the contract, nor shall the same relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or his surety from any obligations under the contract or the Performance Bond. North Carolina *General Statute 136-29 (2)* applies.