



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

March 14, 2019

Addendum No. 2

RE: Contract # C204327

WBS # 2019CPT.08.09.10761, Etc.

STATE FUNDED

Randolph County

2 SECTIONS OF NC-49, 1 SECTION EACH OF US-220 BUS, US-220
ALT, NC-705, AND NC-22, AND 25 SECTIONS OF SECONDARY ROADS.

March 19, 2019 Letting

To Whom It May Concern:

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

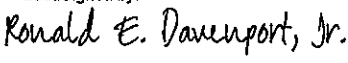
The following revisions have been made to the proposal:

Page No.	Revisions
Proposal Cover	Note added that reads "Includes Addendum No. 2 Dated 03-14-19".
G-1	Revised date of availability and completion date in project special provision entitled <u>CONTRACT TIME AND LIQUIDATED DAMAGES</u> .
G-3	Revised project special provisions entitled <u>INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES</u> and <u>INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES</u>
G-5	Revised project special provision entitled <u>SCHEDULE OF ESTIMATED COMPLETION PROGRESS</u> .

Please void the above listed pages 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/jjr
Attachments

cc: Mr. Lamar Sylvester, PE
Mr. Brandon Jones, PE
Mr. Ron Hancock, PE
Mr. Jon Weathersbee, PE
Mr. Ken Kennedy, PE
Mr. Mitchell Dixon
Project File (2)

Mr. Ray Arnold, PE
Ms. Jaci Kincaid
Mr. Mike Gwyn
Ms. Lori Strickland
Mr. Alex J. Foster, PE
Ms. Penny Higgins
Mr. Jamie Lancaster, PE

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

PROPOSAL

INCLUDES ADDENDUM No. 2 DATED 3-14-2019

DATE AND TIME OF BID OPENING: **MARCH 19, 2019 AT 2:00 PM**

CONTRACT ID C204327
WBS 2019CPT.08.09.10761, 2019CPT.08.09.20761

FEDERAL-AID NO. STATE FUNDED

COUNTY RANDOLPH

T.I.P. NO.

MILES 68.105

ROUTE NO.

LOCATION 2 SECTIONS OF NC-49, 1 SECTION EACH OF US-220 BUS, US-220
ALT, NC-705, AND NC-22, AND 25 SECTIONS OF SECONDARY ROADS.

TYPE OF WORK MILLING, RESURFACING, AND SHOULDER RECONSTRUCTION.

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 ROADWAY PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

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

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

108

SPI G10 A

The date of availability for this contract is **July 1, 2019**.

The completion date for this contract is **November 1, 2020**.

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 Thousand Dollars (\$ 2,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(2-20-07)

108

RG14 A

The Contractor shall not close or narrow a lane of traffic on **Any Map**, 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 **6:30 a.m.** December 31st and **8:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:30 a.m.** Thursday and **8:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:30 a.m.** Friday and **8:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:30 a.m.** the day before Independence Day and **8:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:30 a.m.** the Thursday before Independence Day and **8:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:30 a.m.** Friday and **8:00 p.m.** Tuesday.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Map #7** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **July 1, 2019**.

The completion date for this intermediate contract time is **August 15, 2019**.

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

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(5-21-13)

108

SP1 G14 I

The Contractor shall complete the work required of installing each new inductive loop after the removal of each existing loop by the milling, patching or resurfacing operations and shall place and maintain traffic on same.

The date of availability for this intermediate contract time for each inductive loop installation will be the date when the Contractor elects to disturb the existing inductive loop.

The completion date for this intermediate contract time for each inductive loop installation will be the date which is seven (7) consecutive calendar days after the date of availability.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

(6-18-13)

108

SP1 G14 K

The Contractor shall complete the work required of **Map #1** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **July 1, 2019**.

The completion date for this intermediate contract time is **October 14, 2019**.

The liquidated damages are **One Thousand Five Hundred Dollars (\$ 1,500.00)** per calendar day.

PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

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 **\$ 2,000.00** 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.

RAILROAD GRADE CROSSING:

(7-1-95) (Rev. 1-17-13)

107-9

SP1 G 17R

Provide at least 2 weeks advance notice to the railroad's local Roadmaster or Track Supervisor when the use of slow-moving or stopped equipment is required over at-grade railroad crossings.

MAPS #28

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 6-19-18)

108-2

SPI 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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2020	(7/01/19 - 6/30/20)	86% of Total Amount Bid
2021	(7/01/20 - 6/30/21)	14% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 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.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 2-19-19)

102-15(J)

SPI G66

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet the Combined MBE /WBE Goal. No submittal of a Letter of Intent is required.

Combined MBE/WBE Goal: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet the Combined MBE /WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

Contract Goal Requirement - The approved participation at time of award, but not greater than the advertised Combined MBE/WBE contract goal.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed participation along with a listing of the committed MBE and WBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.