



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

May 14, 2019

Addendum No. 2

RE: Contract # C204332

WBS # 47981.3.GV1, 47984.3.GV1

FA# NHPIM-0264(068), NHPIM-0264(067)

Greene and Pitt Counties (I-6032, I-6035)

US-264 (FUTURE I-587) FROM WILSON COUNTY LINE TO SR-1467
(STANTONBURG RD) INTERCHANGE (GREENVILLE SW BYPASS).

May 21, 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 05-14-2019".
Table of Contents	Under PROJECT SPECIAL PROVISIONS , added AWARD OF CONTRACT
G-1, G-2	Revised to add project special provision entitled AWARD OF CONTRACT

Please void the above listed pages in your proposal and staple the revised pages thereto.

The contract will be prepared accordingly.

Sincerely,

DocuSigned by:
Ronald E. Davenport, Jr.
F81B6038A47A442...

Ronald. E. Davenport, Jr., PE
State Contract Officer

RED/jjr
Attachments

cc: Mr. Lamar Sylvester, PE
Mr. Preston Hunter, PE
Mr. Ron Hancock, PE
Mr. Chris Peoples, PE
Mr. Jon Weathersbee, PE
Mr. Ken Kennedy, PE
Project File (2)

Mr. Ray Arnold, PE
Ms. Jaci Kincaid
Mr. Mike Gwyn
Ms. Lori Strickland
Ms. Penny Higgins
Mr. Mitchell Dixon

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

PROPOSAL

INCLUDES ADDENDUM No.2 DATED 05-14-2019

DATE AND TIME OF BID OPENING: **MAY 21, 2019 AT 2:00 PM**

CONTRACT ID C204332
WBS 47981.3.GV1, 47984.3.GV1

FEDERAL-AID NO. NHPIM-0264(068), NHPIM-0264(067)
COUNTY GREENE, PITT
T.I.P. NO. I-6032, I-6035
MILES 18.110
ROUTE NO. US 264
LOCATION US-264 (FUTURE I-587) FROM WILSON COUNTY LINE TO SR-1467
(STANTONBURG RD) INTERCHANGE (GREENVILLE SW BYPASS).

TYPE OF WORK PAVEMENT REHABILITATION.

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

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

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **July 8, 2019**.

The completion date for this contract is **March 14, 2022**.

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. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, 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 **July 8, 2019**.

The completion date for this intermediate contract time is **September 15, 2021**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars (\$ 2,000.00)** 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, Reforestation* and/or *Permanent Vegetation Establishment*. 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.

AWARD OF CONTRACT:

Revise the 2018 *Standard Specifications* as follows:

Page 1-23, Subarticle 103-4 (A) General, first paragraph, replace the 3rd and 4th sentences with the following:

Where award is to be made, the notice of award will be issued within 60 days after the opening of bids or upon issuance of any necessary debt instrument, whichever is later, but not to exceed 120 days; except with the consent of the lowest responsible bidder the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such bidder. In the absence of such agreement, the lowest responsible bidder may withdraw his bid at the expiration of 120 days without penalty if no notice of award has been issued.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

MAJOR CONTRACT ITEMS:

(2-19-02)

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SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2018 Standard Specifications*):

Line #	Description
10	Asphalt Concrete Intermediate Course, Type I19.0 C
11	Asphalt Concrete Surface Course, Type S9.5 C