



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

December 5, 2007

Addendum No. 1

RE: Contract ID: C201951

WBS# 5CR.10911.7 etc.

Proposal #3

Vance County

US-1 From Curb and Gutter North of Kittrell

To Joint North of Cobbleway and 6 Sections

Of Secondary Roads

December 18, 2007 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal form:

On Page No. 2, the completion date within the Project Special Provision entitled "Contract Time and Liquidated Damages" has been revised. Please void Page No. 2 in your proposal and staple the revised Page No. 2 thereto.

Sincerely,

R. A. Garris, PE
Contract Officer

RAG/jag/blr

cc: Mr. W. S. Varnedoe, PE
Mr. E. C. Powell, PE
Mr. J. W. Bowman, PE
Ms. D. M. Barbour, PE
Mr. Art McMillan, PE
Mr. J. V. Barbour, PE
Mr. Mark Staley (2)
Mr. Robert Memory

Mr. R. E. Davenport, Jr., PE
Ms. Norma Smith
Mr. Ronnie Higgins
Ms. Marsha Sample
Ms. Taylor Mishoe
Project File (2)

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
DESIGN SERVICES UNIT
1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

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

WEBSITE: WWW.NCDOT.STATE.NC.US

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B2
1020 BIRCH RIDGE DRIVE
RALEIGH NC

These procedures are for the determination of the low bidder only and should not be confused with the *award* of the contract that will be by the Board of Transportation as usual. Nothing in this provision shall be construed as invalidating any right reserved to the Board in Article 103-1 of the *2006 Standard Specifications*.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95)(Rev. 12-20-07)

RG 10

The date of availability for this contract is **March 24, 2008**.

The completion date for this contract is **June 30, 2008**.

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 **Five Hundred Dollars (\$500.00)** 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 **\$500.00** 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)

RG 17

The Contractor's attention is directed that should the use of slow moving or stopped equipment be required at railroad grade crossings, notify the railroad's local representative of their anticipated time of work at the grade crossing at least 48 hours prior to performing work in that grade crossing location.