



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

December 5, 2007

Addendum No. 1

RE: Contract ID: C201958

WBS# 41084, etc.

Combined Proposal #4

Warren, Franklin, Vance Counties

NC-56 From US-1A to SR-1118 and From SR-1114 to SR-1226,

US-1 From North of Kittrell to North of Cobbleway and

34 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. Also, on Page No.2, the Project Special Provision entitled " Intermediate Contract Time Number 1 and Liquidated Damages" has been revised. Please void Page No. 2 in your proposal and staple the revised Page No. 2 thereto.

On New Page No.2A, the Project Special Provision entitled "Intermediate Contract Time Number 3 and Liquidated Damages" has been added. Please staple New Page No. 2A after revised Page No. 2 in your proposal.

On Page No. 5, the dates have been revised within the Project Special Provision entitled "Schedule of Estimated Completion Progress". Please void Page No. 5 in your proposal and staple the revised Page No. 5 thereto.

The Table of Contents has been revised to reflect the above noted change. Please void the Table of Contents in your proposal and staple the revised Table of Contents thereto.

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

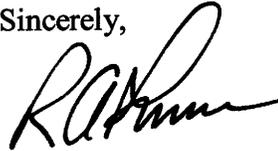
TELEPHONE: 919-250-4128
FAX: 919-250-4119

WEBSITE: WWW.NCDOT.STATE.NC.US

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

RE: Contract ID: C201958
WBS# 41084, etc.
Combined Proposal #4
Warren, Franklin, Vance Counties

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Garris". The signature is fluid and cursive, with a large initial "R" and "A".

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)

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PROPOSAL ITEM SHEET AND SIGNATURE SHEET

Item Sheet
Signature Sheet (Bid Acceptance by Department)

2

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 **October 1, 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 **One Thousand Dollars (\$1,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

The Contractor shall complete all work required for Vance County (WBS 5CR.10911.7, etc and shall place and maintain traffic on same.

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

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

The liquidated damages for this intermediate contract time are Five Hundred Dollars \$500.00 per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

(2-20-07)

RG 14 H

For Project 5C.0350301, etc., 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 three (3) consecutive calendar days after the date of availability**.

The liquidated damages are **Three Hundred Dollars (\$ 300.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

The Contractor shall complete all work required for **Warren County (WBS 41084, etc.)** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is **August 29, 2008**.

The liquidated damages for this intermediate contract time are **Five Hundred Dollars (\$500.00)** per calendar day.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-20-04)

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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2008	(7/01/07 - 6/30/08)	64% of Total Amount Bid
2009	(7/01/08 - 6/30/09)	36% 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.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)

RG 67

Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprise (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

Committed MBE/WBE - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.