



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

April 7, 2008

Addendum No. 3

RE: Contract ID: C202013
WBS# 38683.3.1, 38683.3.2
Carteret / Hyde Counties (F-4004A, F-4004B)
Construction of Two Passenger/Vehicle Ferries with Standard Propulsion

April 15, 2008 Letting

To Whom It May Concern:

Reference is made to the Contract Proposal recently furnished to you on this project.

The following revisions have been made to the Contract Proposal:

On the first page of the Proposal entitled *PROPOSAL FOR THE CONSTRUCTION OF*;, in the first paragraph, the contract completion date has changed. Please void this page in your proposal form and staple the revised page thereto.

Page no.1, the Project Special Provision entitled "*Schedule of Estimated Completion Progress*" has been revised. Please void page no.1 in your proposal form and staple the revised page no. 1 thereto.

Page no. A-47, both the Project Special Provision entitled "*Contract Time*" and the "*Intermediate Contract Time*" provisions have been revised. Please void page no. A-47 in your proposal form and staple the revised page no. A-47 thereto.

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Garris".

R. A. Garris, PE
Contract Officer

RAG/jag/fca
Attachment

Page 2

RE: Contract ID: C202013

Carteret / Hyde Counties (F-4004A, F-4004B)

cc: Mr. W. S. Varnedoe, PE
Mr. E. C. Powell, PE
Mr. Don Chapman
Mr. Jack Cahoon (Attn: Joe Waldrep)
Ms. D. M. Barbour, PE
Mr. Art McMillan, PE
Mr. J. V. Barbour, PE

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

Addendum No.3

PROPOSAL FOR THE CONSTRUCTION OF:

Project No WBS 38683.3.1, 38683.3.2in **Carteret and Hyde Counties**, North CarolinaDate: **FEBRUARY 19, 2008**

Department of Transportation

Raleigh, North Carolina

The Bidder has carefully examined the specifications and plans of the proposed work to be known as Project No. **WBS 38683.3.1, 38683.3.2**, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract by **March 30, 2010** and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Project No. **WBS 38683.3.1, 38683.3.2 for Carteret and Hyde Counties**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

EXECUTION OF SIGNATURE SHEETS

The Bidder's attention is directed to the various sheets in the proposal form which are to be signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the item sheets in the proposal form. The bid bond is inserted in the proposal form.

1. Applicable Signature Sheets: 1, 2, 3, 4, 5, 6 (Bid)
2. Bid Bond (Proposal Insert)

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-20-04)

SP1 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>
2008	(7/01/07 - 6/30/08)	5 % of Total Amount Bid
2009	(7/01/08 - 6/30/09)	68 % of Total Amount Bid
2010	(7/01/09 - 6/30/10)	27 % 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.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(7-1-06)

Z-2

In accordance with *General Statute 143-28.1 (6), Subsection (5) of G.S. 143-28.1* is hereby incorporated verbatim in this contract. *General Statute. 143-28.1(5)* is as follows:

“(5). Amounts Obligated - Payments subject to the Availability of Funds - Termination of Contracts. Highway maintenance and construction appropriations may be obligated in the amount of allotments made to the Department of Transportation by the Office of State Budget and Management for the estimated payments for maintenance and construction contract work to be performed in the appropriation fiscal year. The allotments shall be multi-year allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in subdivision (2) above. Payment for highway maintenance and construction work performed pursuant to contract in any fiscal year other than the current fiscal year will be subject to appropriations by the General Assembly. Highway maintenance and construction contracts shall contain a schedule of estimated completion progress and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any highway maintenance or construction contract and any highway maintenance or construction contract shall be so terminated or suspended if funds will not be available for payment

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(b) The quality control employee shall prepare and maintain records of his actions, provide copies to the Inspector and cooperate with the Inspector.

(c) The Inspector shall have access to the quality control employee and his records at all reasonable times during working hours.

A.39 CONTRACT TIME

Contract time shall be the number of calendar days inclusive between the date of availability and the completion date, said dates as being set forth below, including authorized extensions to the completion date.

Date of Availability for this contract is: MAY 27, 2008.

Final contract completion date for this contract is: MARCH 30, 2010.

The completion date shall include at least five (5) working days of Contractor's representative(s) at Manns Harbor, NC to provide operational instructions to Ferry Division personnel prior to final acceptance.

A.40 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall Build, Equip, Launch, Test and Deliver to the Owner one (1) vessel, as described, complete and ready for service in every respect as concerns the work covered herein by the completion date of this intermediate contract time. This date shall include at least five (5) working days of Contractor representative(s), at Manns Harbor, North Carolina, to provide operational instructions to Ferry Division personnel prior to final acceptance.

The date of availability for this intermediate contract time will be **May 27, 2008.**

The completion date for this intermediate contract time will be **January 15, 2010.**

The liquidated damages are **One Thousand Dollars 1,000.00** per calendar day.