



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

August 29, 2012

Addendum No. 1

RE: Contract ID C202821

WBS # 33599.3.1

F. A. # BRSTP-1004(15)

Rowan County (B-4257, W-5303)

Bridges Over Church Creek And Approaches On SR-1004; Intersection
Improvements At SR-2360 (Oddie Road)

September 18, 2012 Letting

To Whom It May Concern:

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

The following revisions have been made to the Proposal:

On Page No. 1 the availability and completion dates within the project special provisions entitled "Contract Time and Liquidated Damages" and "Intermediate Contract Time Number 1 and Liquidated Damages" have been revised. Please void Page No. 1 in your proposal and staple the revised Page No. 1 thereto.

On Page No. 4 the percentages within the project special provision entitled "Schedule of Estimated Completion Progress" have been revised. Please void Page No. 4 in your proposal and staple the revised Page No. 4 thereto.

New Page No.27A has been added to include the project special provision entitled "Delay In Right Of Entry". Please staple New Page No. 27A after Page No. 27 in your proposal.

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.

On Page Nos. 50 and 51 the project special provisions entitled "Utilities By Others" have been revised. Please void Page Nos. 50 and 51 in your proposal and staple the revised Page No. 50 and 51 thereto.

MAILING ADDRESS:

NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS AND DEVELOPMENT UNIT
1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

TELEPHONE: 919-707-6900
FAX: 919-250-4119

WEBSITE: WWW.NCDOT.ORG

LOCATION:

CENTURY CENTER COMPLEX
ENTRANCE B-2
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27610

The following revisions have been made to the plans:

Sheet Nos. UO-2 (W-5303), UO-2 and UO-3 (B-4257) have been revised to include the correct parcel number designations. Please void Sheet Nos. UO-2 (W-5303), UO-2 and UO-3 (B-4257) in your plans and staple the revised Sheet Nos. UO-2 (W-5303), UO-2 and UO-3 (B-4257) thereto.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. A. Garris', with a long horizontal flourish extending to the right.

R. A. Garris, PE
Contract Officer

RAG/jag
Attachments

cc: Mr. Ron Hancock, PE
Mr. S.P. Ivey, PE
Ms. D. M. Barbour, PE
Mr. J. V. Barbour, PE
Mr. Ray Arnold, PE
Project File (2)

Mr. R.E. Davenport, PE
Ms. Natalie Roskam, PE
Ms. Marsha Sample
Mr. Ronnie Higgins
Mr. Larry Strickland
Ms. Lori Strickland

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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 **December 3, 2012**.

The completion date for this contract is **May 14, 2014**.

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 **December 3, 2012**.

The completion date for this intermediate contract time is **November 15, 2013**.

The liquidated damages for this intermediate contract time are **Eight Hundred Dollars (\$800.00)** 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.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 6-19-12)

108-2

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>
2013	(7/01/12 - 6/30/13)	75% of Total Amount Bid
2014	(7/01/13 - 6/30/14)	25% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 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.

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 1-17-12)

102-15(J)

SP1 G61

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

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

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

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

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

DELAY IN RIGHT OF ENTRY:

(7-1-95)

108

SP1 G22 A

The Contractor will not be allowed right of entry to the parcels listed below before **December 3, 2012** unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>
002	Ethel O. Poole Heirs
004	Ottis T. Jr., & Michelle Poole
005	Judy O. Jones, et al.
010	Judy O. Jones & Todd Jones
012	Robert Leon Oddie, et al.
013	Robin Leon Oddie, et al.
014	Bradley R. & Kimberly Gorman

Project: B-4257
County: Rowan

PROJECT SPECIAL PROVISIONS
Utility

UTILITIES BY OTHERS:

General:

The following utility companies have facilities that will be in conflict with the construction of this project.

- A) Duke Energy -- POWER
- B) AT&T – TELEPHONE

The conflicting facilities of these concerns will be adjusted prior to the date of availability unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owner. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

Utilities Requiring Adjustment:

- A) Duke Energy will install permanent power lines to station 23+00 -L- and temporary power lines by February 4, 2013.
Contact person is Mr. Cameron Rhyne at (704) 382-1548.
See Utilities by Others Plans for details and relocation of permanent line from Sta. 23+00 to Sta. 30+00 along -L- line. The contractor shall give Duke 2 weeks' notice prior to beginning work and prior to completion of new bridge and then 2 weeks to complete the work.
- B) AT&T will install temporary telephone lines attached to power. The Contractor shall give AT&T two weeks' notice prior to Duke completing their temporary lines and two months to complete work.

Contact person is Mr. Dan Owens at (803)548-1059 office and (704)779-4415 cell.
See Utilities by Others Plans for details and relocation of permanent line attached to power poles from Sta. 23+00 to Sta. 30+00 along -L- line. The contractor shall give AT&T 2 weeks' notice prior to Duke beginning their work and 2 weeks to complete the work.

Project: W-5303
County: Rowan

PROJECT SPECIAL PROVISIONS

Utility

UTILITIES BY OTHERS:

General:

The following utility companies have facilities that will be in conflict with the construction of this project.

- A) Duke Energy -- Power
- B) AT&T -- Telephone
- C) Piedmont Natural Co. -- Gas

The conflicting facilities of these concerns will be adjusted prior to the date of availability unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owner. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

Utilities Requiring Adjustment:

- A) Duke Energy will relocate power lines by February 4, 2013.
Contact person is Mr. Cameron Rhyne at (704) 382-1548.
See Utilities by Others Plans for details.
- B) AT&T will relocate telephone lines by February 4, 2013.
Contact person is Mr. Dan Owens at (803)548-1059 office and (704)779-4415 cell.
See Utilities by Others Plans for details.
- C) Piedmont Natural gas Co. According to Piedmont Natural Gas Co. the existing gas line will not be in conflict with excavation. **Contractor shall use caution during excavation.**
Contact person is Mr. Robert Barrett at (704)731-4060.
See Utilities by Others Plans for details.