



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

March 29, 2019

**Addendum No. 4**

RE: Contract # C204177

WBS # 34360.3.4

F. A. # NHF-0070 (049)

**Carteret-Craven Counties (R-1015)**

US-70 (Havelock Bypass) From North of Pine Grove to North  
Of Carteret County Line

**April 16, 2019 Letting- Advertisement extended from the March 19, 2019 Letting**

To Whom It May Concern:

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

The following revisions have been made to the Roadway plans:

Sheet No.	Revision
1 (Title sheet)	Revised the letting date to April 16, 2019
New UO-1A	Added sheet for Duke Energy Transmission Site Locations and Sequencing

Please void the above listed existing Sheet in your plans and staple the revised Sheet thereto. Staple new Sheet UO-1A after existing Sheet UO-1 in your plans.

The following revisions have been made to the proposal:

Page No.	Revisions
Proposal Cover	Note added that reads "Includes Addendum No. 4 Dated 03-29-2019" and revised the letting date to April 16, 2019.
Table of Contents	Under <b>PROJECT SPECIAL PROVISIONS</b> , added "AWARD OF CONTRACT" and "NOTE TO CONTRACTOR (SPECIAL CLEARING FOR -L- STATION 338+00 – 393+00)"

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
CONTRACT STANDARDS AND DEVELOPMENT  
1591 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1591

*Telephone:* (919) 707-6900  
*Fax:* (919) 250-4127  
*Customer Service:* 1-877-368-4968

*Location:*  
1020 BIRCH RIDGE DR.  
RALEIGH, NC 27610


*Website:* www.ncdot.gov

Page No.	Revisions
G-1	Revised date of availability and contract completion date in Project Special Provision entitled <b>CONTRACT TIME AND LIQUIDATED DAMAGES</b> .  Revised intermediate contract time completion date in Project Special Provision entitled <b>INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES</b> .
G-5	Revised to add Project Special Provision entitled <b>AWARD OF CONTRACT</b>
G-12	Revised Project Special Provision entitled <b>SCHEDULE OF ESTIMATED COMPLETION PROGRESS</b>
G-13	Revised Project Special Provision entitled <b>SPECIAL REQUIREMENTS FOR HAULING WITHIN DUKE ENERGY TRANSMISSION LINE EASEMENTS</b>
G-43 and New page G-44	Revised to add Project Special Provision entitled <b>NOTE TO CONTRACTOR (SPECIAL CLEARING FOR -L- STATION 338+00 – 393+00)</b>

Please void the above listed existing Pages in your proposal and staple the revised Pages thereto. Staple new Page G-44 after revised Page G-43 in your proposal.

The contract will be prepared accordingly.

Sincerely,

DocuSigned by:  
  
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. Jon Weathersbee, PE  
 Mr. Ken Kennedy, PE  
 Ms. Lori Strickland  
 Project File (2)

Mr. Ray Arnold, PE  
 Mr. Jamie Lancaster, PE  
 Ms. Jaci Kincaid  
 Mr. Mike Gwyn  
 Ms. Penny Higgins  
 Mr. Mitchell Dixon

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

PROPOSAL

**INCLUDES ADDENDUM No. 4 DATED 03-29-2019**

DATE AND TIME OF BID OPENING: **APRIL 16, 2019 AT 2:00 PM**

CONTRACT ID C204177  
WBS 34360.3.4

FEDERAL-AID NO. NHF-0070(049)  
COUNTY CARTERET, CRAVEN  
T.I.P. NO. R-1015  
MILES 10.353  
ROUTE NO. US 70  
LOCATION US-70 (HAVELOCK BYPASS) FROM NORTH OF PINE GROVE TO NORTH OF  
CARTERET COUNTY LINE.

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS & STRUCTURES.

**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 & STRUCTURE PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

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**STANDARD SPECIAL PROVISIONS**

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

(8-15-00) (Rev. 12-18-07)

108

SP1 G07 A

The date of availability for this contract is **July 1, 2019**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **May 13, 2024**.

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 1, 2019**.

The completion date for this intermediate contract time is **November 15, 2023**.

The liquidated damages for this intermediate contract time are **Five Thousand Dollars (\$ 5,000.00)** 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.

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.

**AWARD OF CONTRACT:**

Revise the 2018 *Standard Specifications* as follows:

**Page 1-23, Subarticle 103-4 (A) General, first paragraph**, replace the 3<sup>rd</sup> and 4<sup>th</sup> 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.

**MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):**

(7-18-06) (Rev. 3-25-13)

SPI 1-14

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at 1:30 p.m., Wednesday, January 16, 2019 at:

NCDOT Division 2 Office  
2815 Rouse Road Extension  
Kinston, NC 28504  
(252) 775-6100

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster no later than 30 minutes after the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-18)

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:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2020	(7/01/19 - 6/30/20)	33% of Total Amount Bid
2021	(7/01/20 - 6/30/21)	27% of Total Amount Bid
2022	(7/01/21 - 6/30/22)	21% of Total Amount Bid
2023	(7-1/22 - 6/30/23)	15% of Total Amount Bid
2024	(7-1/23 - 6/30/24)	4% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 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.

**SPECIAL REQUIREMENTS FOR HAULING WITHIN DUKE ENERGY TRANSMISSION LINE EASEMENTS:****Clearing along Duke Energy Easements**

The Contractor shall perform Specialized Clearing within 100', measured perpendicular to the easement line, for each of Duke Energy's easements to prevent any trees from falling into the active lines. This Specialized Clearing shall be performed by a contractor who meets all the requirements for performing work for Duke Energy at the time work is to commence at these locations. A Preconstruction Conference shall be held with Duke Energy prior to commencing clearing within these sections. The Method of Measurement and Basis of Payment for "Specialized Clearing" will be per Acre as measured by Department personnel.

**Clearing Access for Duke Energy**

The Contractor shall clear a 30' wide access road from existing US 70 East to Duke Energy Site 6 & 7 (Station 125+00± -L-) and from Duke Energy Site 1 (Station 500+00± -L-) to Duke Energy Site 2 (Station 458+00± -L-) to allow Duke Energy to access their easement(s) for the purpose of performing utility relocation. The area is to be cleared, but not grubbed, and all stumps shall be left flush with the existing ground surface so as to not create damage to their mats. Access to Duke Energy Site 6 & 7 shall be made available by January 2021. Access between Duke Energy Site 1 & 2 shall be made available by July 2020. This access road shall always be clear and usable by Duke Energy.

Should the Contractor elect to clear the entire width of the Right of Way and begin grading in these locations due to the amount of time between the Date of Availability and the dates listed above,

enough grading shall be performed to allow Duke Energy to access their easements without the need for mats or tracked-equipment. The contractor shall be responsible for maintaining the access road at all times and shall in no way impede the relocation of their utility. Any expenses associated with grading equipment or water trucks to keep the route accessible for Duke Energy's equipment shall be considered incidental to other items of work and no direct payment will be made.

If "Clearing Access for Duke Energy" is performed as a separate operation with a mobilization separate from any mobilization(s) for clearing elsewhere within the project limits, the Method of Measurement and Basis of Payment will be per Acre as measured by Department personnel. Any areas cleared as part of clearing performed elsewhere on the project will be incidental to the line item for Lump Sum Grading and no additional payment will be made. "Clearing Access for Duke Energy" shall also comply with the requirements of "Clearing along Duke Energy Easements" as noted elsewhere in this contract.

### **Hauling Under Duke Energy Transmission**

Duke Energy has 8 Transmission Sites along the project corridor that will not be relocated prior to the Date of Availability. The anticipated relocation dates are provided elsewhere in this contract. However, hauling may be permitted under the existing Duke Energy Transmission Lines as long as the conditions set forth in this provision are met.

- All requirements set forth by Duke Energy. The Department is providing information provided by Duke Energy, but in no way guarantees this is comprehensive and complete of all stipulations that may be set forth by Duke Energy. This information is being provided solely for the Contractor's convenience.



The estimated maximum number of days of pumping during the anticipated life of the pit,  
 The number and location (latitudinal and longitudinal coordinates) of wells within  
 1,500 feet of the pit boundaries, and  
 A determination as to whether adjoining dwellings are served by a county/municipal water  
 system.

The Resident Engineer will forward the approved package to the Capacity Use Administrator at  
 the following address:

Capacity Use Administrator  
 DENR – DWR  
 1611 Mail Service Center  
 Raleigh, NC 27699-1611

**ELECTRONIC BIDDING:**

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

**Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1,**  
 replace “Bid Express®” with “the approved electronic bidding provider”.

**Page 1-15, Subarticle 102-8(B), Electronic Bids, lines 39-40,** replace “to Bid Express®” with  
 “via the approved electronic bidding provider”.

**Page 1-15, Subarticle 102-8(B)(1), Electronic Bids, line 41,** delete “from Bid Express®”

**Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, line 21,** replace “Bid Express®  
 miscellaneous folder within the .ebs” with “electronic submittal”.

**Page 1-29, Subarticle 103-4(C)(2), Electronic Bids, line 32,** replace “.ebs miscellaneous data  
 file of Expedite” with “electronic submittal file”

**CONSTRUCTION MORATORIUM:**

(7-15-14)

SP1 G18B

No in-water work will be allowed from **April 15 through June 15** of any year for East Prong  
 Slocum Creek, Southwest Prong Slocum Creek and Tucker Creek.

**NOTE TO CONTRACTOR (SPECIAL CLEARING FOR -L- STATION 338+00 –  
 393+00):**

The contractor’s attention is directed to the note found on Sheets EC-24/CONST.24 –  
 EC27/CONST.27 for the Clearing & Grubbing Phase of the Erosion Control Plans, which states  
 “HAND CLEARING ONLY. NO GRUBBING ALLOWED FROM TOE OF FILL SLOPE TO  
 R/W LINE. STATION -L- 338+00 TO 393+00”. This note complies with the Project  
 Commitments, which states “In order to minimize the fragmentation of red-cockaded woodpecker  
 (RCW) habitat, plan sheets will show that the right-of-way limits (and clearing limits) do not  
 exceed 200-foot wide for the 5,500-foot (1.04-mile) section from Station 338+00 to Station

393+00. In addition, and to avoid clearing trees outside the 200-foot limits, only hand clearing will occur at the edge of the right-of-way limits of this section.”

Prior to commencing clearing operations in this section, Right of Way stakes and slope stakes shall be installed in accordance with the “North Carolina Department of Transportation Manual for Construction Layout” revised 9/1/18. A meeting shall be held with the Resident Engineer, Division 2 Environmental Officer, and others deemed necessary prior to commencing clearing in this section. Additionally, the contractor performing the clearing shall attend the Preconstruction Conference and the above referenced meeting prior to commencing clearing in this section. Orange safety fence shall be installed from the Right of Way line to the toe of fill at Station 338+00 -L- and Station 393+00 with a sign that states “Hand Clearing Only”. Clearing by mechanical means is permissible in this section; however, grubbing shall not be performed and no trees shall fall outside of the Right of Way line during the clearing operation.

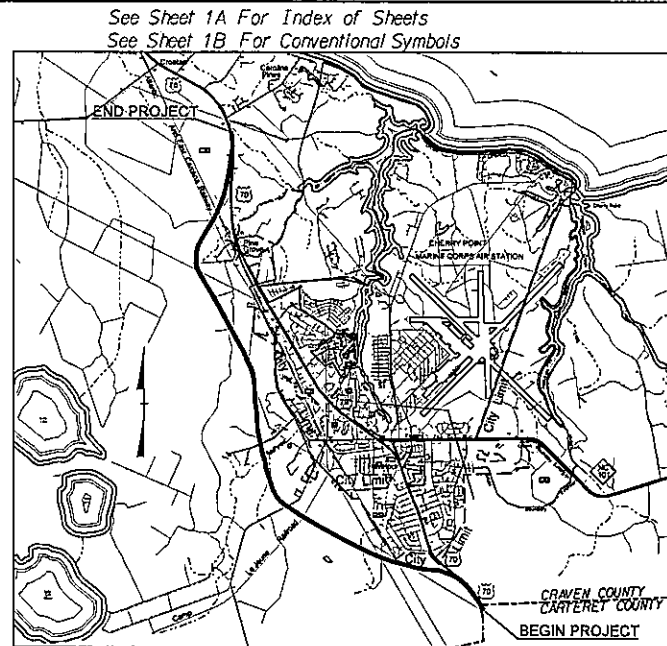
Safety fence that extends from the Right of Way to the toe of slope will be measured and paid for as “Safety Fence”. Required surveying in this section will be considered incidental to the contract line item “Construction Surveying” and no additional payments will be made. No further measurement or payment will be made for the work of Special Clearing for -L- Station 338+00 – 393+00 as the cost of such work shall be included in the lump sum price bid for *Grading*.

08/08/19

TIP PROJECT: R-1015

CONTRACT: C204177

3/15/2019 3:41:19 PM \\CADD\RD1015\Roadway\Proj\N-1015\_rdy\_tsh.dgn gmo.dwg



VICINITY MAP

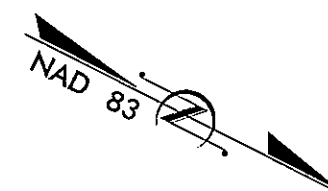
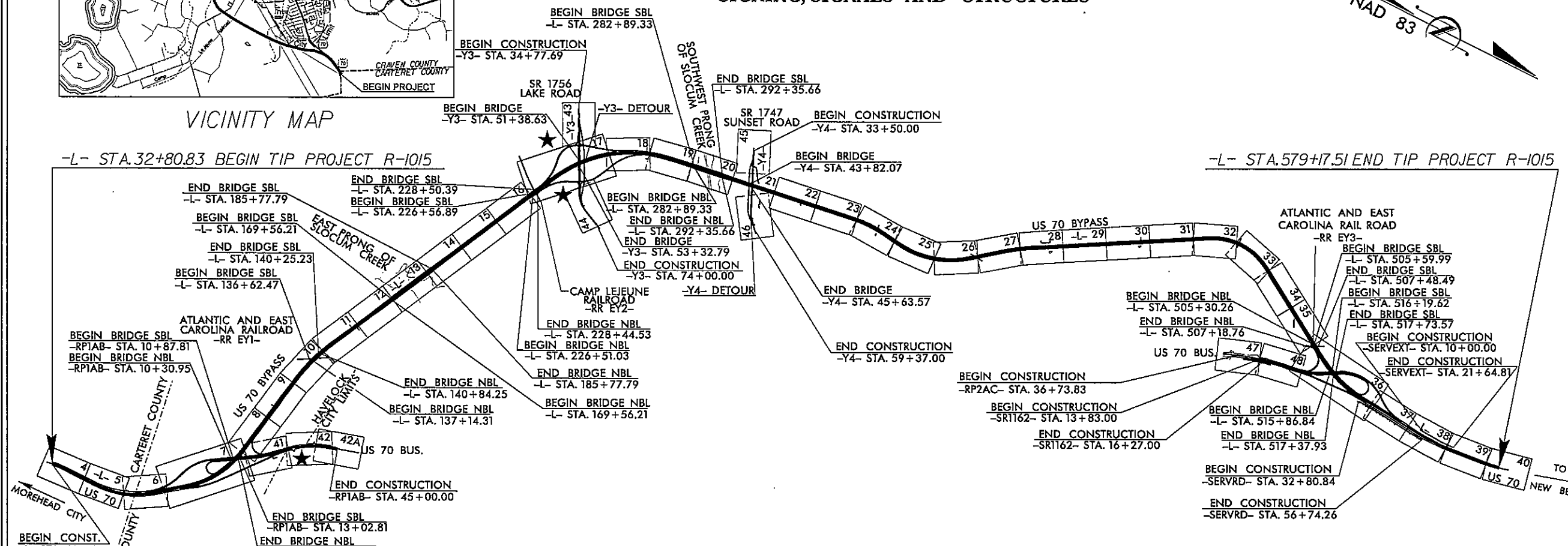
STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

**CRAVEN / CARTERET COUNTY**

LOCATION: US 70 (HAVELOCK BYPASS) FROM SOUTH OF CARTERET /CRAVEN COUNTY LINE TO SOUTH OF SR 1176, (CAROLINA PINES BLVD.)

TYPE OF WORK: GRADING, DRAINAGE, PAVING, WIDENING, CULVERTS  
SIGNING, SIGNALS AND STRUCTURES

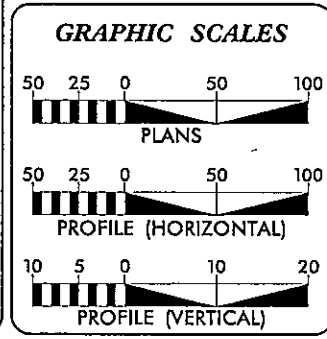
STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	R-1015	1	
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	
34360.1.2	NHF-70(49)	PE	
34360.2.4	NHF-70(49)	RW	
34360.2.5	NHF-70(49)	UTIL	
34360.3.4	NHF-70(49)	CONST	



THIS IS A CONTROLLED-ACCESS PROJECT WITH PUBLIC ACCESS BEING LIMITED TO INTERCHANGES, GATED ENCROACHMENTS HAVE BEEN ADDED TO PROVIDE RESTRICTED ACCESS FOR US DEPT. OF AGRICULTURE (CROATAN NATIONAL FOREST) AND FOR UTILITY OWNERS.

★ SIGNAL LOCATION  
NCDOT CONTACT: ROADWAY DESIGN PROJECT ENGINEER  
GARY LOVERING, P.E.

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



**DESIGN DATA**

ADT 2015 =	N/A
ADT 2035 =	22,900
K =	9 %
D =	60 %
T =	6 % *
V =	70 MPH
* TTST 3%	DUAL 3%
FUNC. CLASS = FREEWAY (FUTURE INTERSTATE)	

**PROJECT LENGTH**

LENGTH OF ROADWAY TIP PROJECT R-1015	=	9.691 MILES
LENGTH OF STRUCTURE TIP PROJECT R-1015	=	0.657 MILES
TOTAL LENGTH OF TIP PROJECT R-1015	=	10.348 MILES
USED NBL FOR PROJECT LENGTHS		

Prepared for NCDOT in the Office of:

**moffatt & nichol**  
4700 FALLS OF NEUSE ROAD, SUITE 300  
RALEIGH, NORTH CAROLINA 27609  
(919) 781-4626 VOICE (919) 781-4669 FAX (F-0105)

2018 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:  
SEPTEMBER 16, 2016

LETTING DATE:  
APRIL 16, 2019

TIM REID, PE  
PROJECT ENGINEER

TRENT HUFFMAN, PE  
PROJECT DESIGN ENGINEER

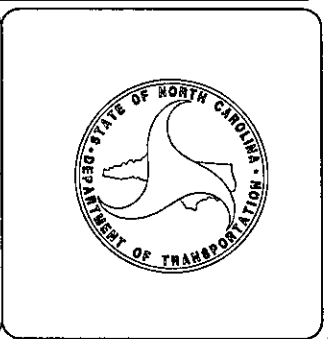
**HYDRAULICS ENGINEER**

*David Anderson*  
SIGNATURE

**ROADWAY DESIGN ENGINEER**

*Timothy R. Reid*  
SIGNATURE

Professional Engineer Seals for David Anderson and Timothy R. Reid.



# DUKE ENERGY TRANSMISSION SITE LOCATIONS AND SEQUENCING

## UTILITIES BY OTHERS

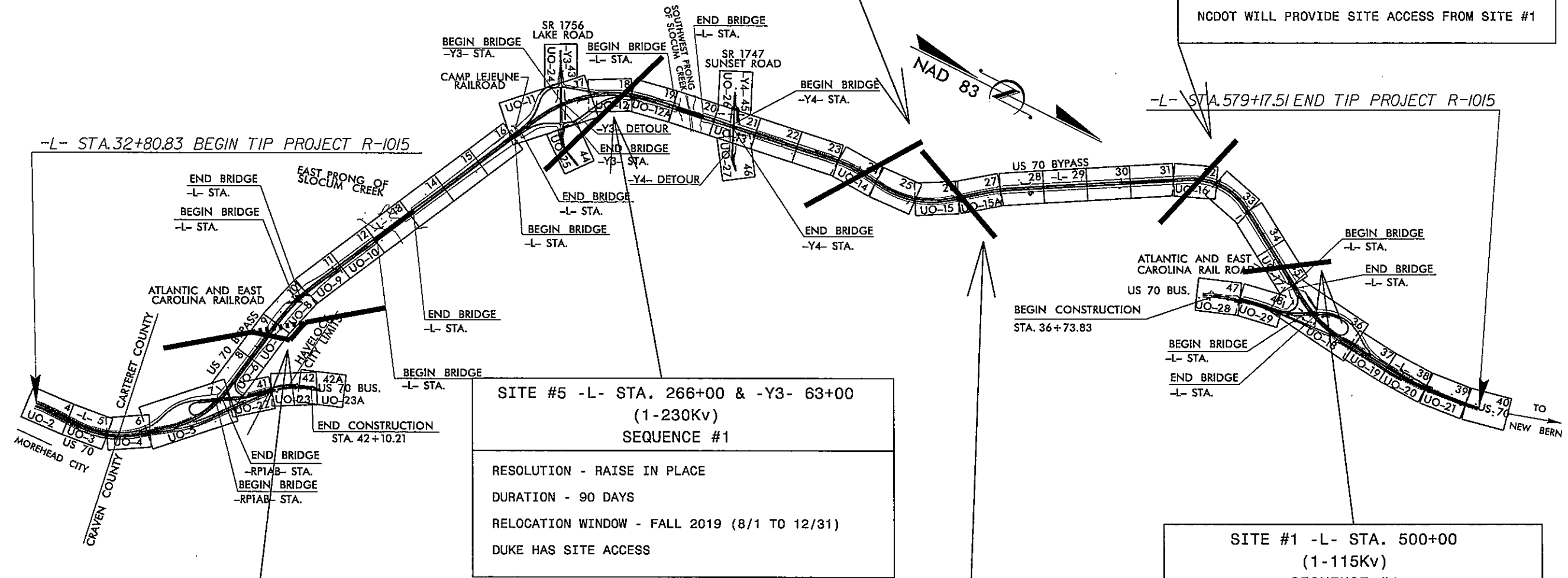
**NOTE:**  
ALL UTILITY WORK SHOWN ON THIS SHEET WILL BE DONE BY OTHERS. NO PAYMENT WILL BE MADE TO THE CONTRACTOR FOR UTILITY WORK SHOWN ON THIS SHEET.

**SITE #4 -L- STA. 347+00  
(2-115Kv)  
SEQUENCE #3**

RESOLUTION - RAISE IN PLACE  
DURATION - 90 DAYS  
RELOCATION WINDOW - FALL 2019 (9/1 TO 12/31)  
DUKE HAS SITE ACCESS

**SITE #2 -L- STA. 485+00  
(2-230Kv)  
SEQUENCE #6**

RESOLUTION - RAISE IN PLACE  
DURATION - 60 DAYS  
RELOCATION WINDOW - SPRING 2021 (3/1 TO 5/31)  
NCDOT WILL PROVIDE SITE ACCESS FROM SITE #1



**SITE #5 -L- STA. 266+00 & -Y3- 63+00  
(1-230Kv)  
SEQUENCE #1**

RESOLUTION - RAISE IN PLACE  
DURATION - 90 DAYS  
RELOCATION WINDOW - FALL 2019 (8/1 TO 12/31)  
DUKE HAS SITE ACCESS

**SITE #1 -L- STA. 500+00  
(1-115Kv)  
SEQUENCE #4**

RESOLUTION - RAISE IN PLACE  
DURATION - 60 DAYS  
RELOCATION WINDOW - FALL 2019 (9/1 TO 12/31)  
DUKE HAS SITE ACCESS

**SITE #6 & 7 -L- STA. 125+00  
(1-115Kv & 1-230Kv)  
SEQUENCE #5**

RESOLUTION - RELOCATE PARALLEL LINES  
DURATION - 90 DAYS  
RELOCATION WINDOW - SPRING 2021 (2/1 TO 5/31)  
NCDOT WILL PROVIDE SITE ACCESS FROM US 70

**SITE #3 -L- STA. 378+00  
(2-115Kv & 1-230Kv)  
SEQUENCE #2**

RESOLUTION - RAISE IN PLACE  
DURATION - 90 DAYS  
RELOCATION WINDOW - FALL 2019 (8/1 TO 12/31)  
DUKE HAS ACCESS TO THE SITE

28-MAR-2019 11:23:01 ut.DE.Trans.Site.Sequencing\_181213\_UO1A\_psh.dgn

