



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

March 04, 2020

Addendum No. 1

RE: Contract # C204371

WBS # 34840.3.4

STATE FUNDED

Guilford County (U-2581BA)

US-70 (BURLINGTON RD) FROM W OF SR-3045 (MT HOPE CHURCH RD)
/SR-2819 (MCLEANSVILLE RD) TO E OF SR-2826 (BIRCH CREEK RD).

March 17, 2019 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal:

Page No.	Revisions
Proposal Cover	Note added that reads "Includes Addendum No. 1 Dated 03-04-2020".
G-1	The Project Special Provision entitled CONTRACT TIME AND LIQUIDATED DAMAGES was revised. The Project Special Provision entitled INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES was revised.
G-5	The Project Special Provision entitled SCHEDULE OF ESTIMATED COMPLETION PROGRESS was revised.
UbO-1 & UbO-2	The Unit Project Special Provision entitled UTILITIES BY OTHERS was revised.

Please void the above listed pages in your proposal and staple the revised pages thereto.

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. Mike Mills, PE
Mr. Chris Peoples, PE
Mr. Jon Weathersbee, PE
Mr. Ken Kennedy, PE
Ms. Penny Higgins
Project File (2)

Mr. Ray Arnold, PE
Ms. Jaci Kincaid
Mr. Mike Gwyn
Ms. Lori Strickland
Mr. Mitchell Dixon

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

PROPOSAL

INCLUDES ADDENDUM No.1 DATED 03-04-2020

DATE AND TIME OF BID OPENING: **MARCH 17, 2020 AT 2:00 PM**

CONTRACT ID C204371
WBS 34840.3.4

FEDERAL-AID NO. STATE FUNDED

COUNTY GUILFORD

T.I.P. NO. U-2581BA

MILES 1.490

ROUTE NO. US 70

LOCATION US-70 (BURLINGTON RD) FROM W OF SR-3045 (MT HOPE CHURCH RD)
/SR-2819 (MCLEANSVILLE RD) TO E OF SR-2826 (BIRCH CREEK RD).

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND CULVERT.

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 & CULVERT PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

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, 2020**, 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 **April 30, 2022**.

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, 2020**. The

completion date for this intermediate contract time is **November 1, 2021**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars (\$ 2,000.00)** 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.

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 2-18-14)

109-8

SPI G43

Revise the 2018 Standard Specifications as follows:

Page 1-87, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is \$ 1.8495 per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to _" Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-13-19)

108-2

SPI 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>
2021	(7/01/20 - 6/30/21)	84% of Total Amount Bid
2022	(7/01/21 - 6/30/22)	16% 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.

PROJECT SPECIAL PROVISIONS
Utilities by Others

SO-DEEP | SAM NC™

General:

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

- A) Duke Energy – Power (Distribution)
- B) AT&T – Communications (Transmission)
- C) AT&T – Communications (Distribution)
- D) Spectrum – Communications
- E) CenturyLink – Communications
- F) Verizon – Communications

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 owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the 2018 Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

- A) Duke Energy – Power (Distribution)
 - 1) Contact person for Duke is Cynthia Ball at 919-278-2529.
 - 2) Duke will relocate their facilities within the project limits by 5/15/20.
- B) AT&T – Communications (Transmission)
 - 1) Contact person for AT&T is Mike Felts at 336-782-6042
 - 2) AT&T – transmission will relocate their facilities within the project limits by 4/3/20.

PROJECT SPECIAL PROVISIONS

Utilities by Others

- C) AT&T – Communications (Distribution)
 - 1) Contact person for AT&T is Butch Bunton at 336-317-8142.
 - 2) AT&T will relocate facilities onto Duke Energy’s poles within the project limits by 8/21/20. Due to the sensitivity of the interoffice fiber optic cables, AT&T will field adjust facilities from structures 416 to 417 (-Y1- Sta 13+44 / Lt 22 to -Y1- Sta 14+55 / Lt 20) once the contractor has exposed them. Please contact AT&T four (4) weeks prior to construction to allow for mobilization.

- D) Spectrum – Communications
 - 1) Contact person for Spectrum is Roger Stanfield at 336-217-3460.
 - 2) Spectrum will relocate their facilities onto Duke Energy poles within the project limits by 8/21/20.

- E) CenturyLink – Communications
 - 1) Contact person for CenturyLink is Michael Nebinger at 336-217-4211.
 - 2) Centurylink will relocate their facilities onto Duke Energy poles within the project limits by 8/21/20.

- F) Verizon – Communications
 - 1) Contact person for Verizon is Keith Poore at 931-248-3450.
 - 2) Verizon will field adjust (lower) their facilities within the project limits by 5/15/20.