



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

June 03, 2024

Addendum No. 1

RE: Contract # C204935

WBS # 44382.3.1

FEDERAL-AID NO. 4438201

Yadkin County (U-5809)

US-601 (STATE ST) FROM SR-1742 (SHARON DR) TO SR-1146 (LEE AVE)

June 18, 2024 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal.

Page No.	Revision
Proposal Cover	Note added that reads "Includes Addendum No. 1 Dated 06-03-2024".
G-1	The Project Special Provision entitled CONTRACT TIME AND LIQUIDATED DAMAGES has been revised.
G-2	The Project Special Provision entitled INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES has been revised.
G-19	The Project Special Provision entitled SCHEDULE OF ESTIMATED COMPLETION PROGRESS has been revised.
UbO-2	Relocation completion dates were revised

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

The contract will be prepared accordingly.

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

Sincerely,

DocuSigned by:
Ronald E. Davenport, Jr.
52C46046381F443...

Ronald E. Davenport, Jr., PE
State Contract Officer

RED/jjr
Attachments

cc: Mr. Wiley W. Jones III, PE
Mr. Michael L. Poe, PE
Mr. Ken Kennedy, PE
Mr. Malcolm Bell

Mr. Forrest Dungan, PE
Ms. Jaci Kincaid
Mr. Jon Weathersbee, PE
Project File (2)

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

PROPOSAL

INCLUDES ADDENDUM No.1 DATED 06-03-2024

DATE AND TIME OF BID OPENING: **Jun 18, 2024 AT 02:00 PM**

CONTRACT ID C204935
WBS 44382.3.1

FEDERAL-AID NO. 4438201
COUNTY YADKIN
T.I.P NO. U-5809
MILES 0.678
ROUTE NO.
LOCATION US-601 (STATE ST) FROM SR-1742 (SHARON DR) TO SR-1146 (LEE AVE).

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND RETAINING WALLS.

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 PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

PROJECT SPECIAL PROVISIONS**GENERAL****BUILD AMERICA, BUY AMERICA (BABA):**

(11-15-22)(Rev. 1-16-24)

106

SP1 G04

Revise the *Standard Specifications* as follows:

Page 1-48, Article 106-1 GENERAL REQUIREMENTS, add the following after line 49:

(C) Build America, Buy America (BABA)

All manufactured products and construction materials permanently incorporated into any project must meet requirements of the Build America, Buy America (BABA) Act of the Infrastructure Investment and Jobs Act (IIJA). Before any material or product shown on the Department's Build America, Buy America (BABA) List is included for payment on a monthly estimate, the Contractor shall furnish the Engineer with a notarized certification certifying that the items conform to the BABA Act. The Department's Build America Buy America (BABA) List can be found on the Department's website.

<https://connect.ncdot.gov/letting/LetCentral/NCDOT%20BABA%20Materials%20List.pdf>

Each purchase order issued by the Contractor or a subcontractor for items on the BABA List to be permanently incorporated into any project shall contain in bold print a statement advising the supplier that the manufactured products and construction materials must be produced in the United States of America. The Contractor and all affected subcontractors shall maintain a separate file for BABA List items so that verification of the Contractor's efforts to purchase items produced in the United States can readily be verified by an authorized representative of the Department or the Federal Highway Administration (FHWA).

CONTRACT TIME AND LIQUIDATED DAMAGES:

(4-17-12)(Rev. 5-16-23)

108

SP1 G08 C

The date of availability for this contract is **December 9, 2024**.

The completion date for this contract is **March 29, 2028**.

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 9, 2024**.

The completion date for this intermediate contract time is **October 1, 2027**.

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.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **US 601 (-L-), US 421 and/or Any Ramp** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday, 6:00 AM to 9:00 PM

In addition, the Contractor shall not close or narrow a lane of traffic on **US 601 (-L-), US 421 and/or Any Ramp**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 AM** December 31st and **9:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 PM** the following Tuesday.
3. For **Easter**, between the hours of **6:00 AM** Thursday and **9:00 PM** Monday.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08)(Rev. 1-16-24)

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>
2025	(7/01/24 - 6/30/25)	26% of Total Amount Bid
2026	(7/01/25 - 6/30/26)	40% of Total Amount Bid
2027	(7/01/26 - 6/30/27)	30% of Total Amount Bid
2028	(7/01/27 - 6/30/28)	4% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *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. 1-16-24)

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.

PROJECT SPECIAL PROVISIONS
Utilities by Others

Utilities Requiring Adjustment:

A) Duke Energy Distribution – Power

- 1) Contact person for Duke Energy Distribution is James Carlton (919) 368-8765, james.carlton@duke-energy.com.

➤ Anticipated completion date is by, 7/19/2024.

B) Spectrum – Communications/CATV

- 1) Contact person for Spectrum is Dawayne Bonds (336) 217-3526, dawayne.bonds@charter.com.

➤ Anticipated completion date is by, 8/16/2024.

C) Century Link - Communications

- 1) Contact person for Brightspeed is Chris Spicer (336) 526-2070, christopher.spicer@brightspeed.com.

➤ Anticipated completion date is by, 10/11/2024.

D) Yadtel - Communications

- 1) Contact person for Yadtel is Patrick Gray (336) 244-3770, patrick.gray@yadtel.com.

➤ Anticipated completion date is by, 11/8/2024.

E) Frontier Natural Gas – Gas

- 1) Contact person for Frontier Gas is Ted Gambill (336) 366-7245, tgambill@frontiernaturalgas.com.

➤ Anticipated completion date is by, 12/6/2024.