



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

September 04, 2025

Addendum No. 1

RE: Contract # C205127

WBS # 2026CPT.07.07.20681

STATE FUNDED

Orange County

Fifty-Seven (57) Sections of Secondary Roads

September 16, 2025 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 09-04-2025".
Table of Contents	Revised to reflect changes listed below.
G-1	The Project Special Provision entitled CONTRACT TIME AND LIQUIDATED DAMAGES has been revised.
G-5 thru G-8	The Project Special Provision entitled INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES has been revised. The Project Special Provision entitled INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES has been revised. The Project Special Provision entitled SCHEDULE OF ESTIMATED COMPLETION PROGRESS has been updated.

Please void the above listed 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

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DR.
RALEIGH, NC 27610

Sincerely,

Signed by:

52C46046381F443...

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

RED/drk
Attachments

cc: Mr. Wiley W. Jones III, PE
Mr. Wright R. Archer, III, 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 09-04-2025

DATE AND TIME OF BID OPENING: **Sep 16, 2025 AT 02:00 PM**

CONTRACT ID C205127
WBS 2026CPT.07.07.20681

FEDERAL-AID NO. STATE FUNDED
COUNTY ORANGE
T.I.P NO.
MILES 20.210
ROUTE NO.
LOCATION 57 SECTIONS OF SECONDARY ROADS.

TYPE OF WORK MILLING, RESURFACING, AND SHOULDER RECONSTRUCTION.

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

TABLE OF CONTENTS

COVER SHEET PROPOSAL SHEET

PROJECT SPECIAL PROVISIONS

CONTRACT TIME AND LIQUIDATED DAMAGES:	G-1
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:	G-1
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:	G-2
INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:	G-4
INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:	G-4
INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:	G-5
INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:	G-5
PROSECUTION OF WORK:.....	G-6
RAILROAD GRADE CROSSING:	G-6
MAJOR CONTRACT ITEMS:	G-6
SPECIALTY ITEMS:.....	G-6
FUEL PRICE ADJUSTMENT:.....	G-7
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:.....	G-8
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:	G-8
RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:.....	G-25
USE OF UNMANNED AIRCRAFT SYSTEM (UAS):	G-25
EQUIPMENT IDLING GUIDELINES:.....	G-25
COOPERATION BETWEEN CONTRACTORS:.....	G-26
OUTSOURCING OUTSIDE THE USA:	G-26
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:	G-27
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:.....	G-32
ROADWAY	R-1

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS	SSP-1
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY	SSP-2
ERRATA.....	SSP-5
PLANT AND PEST QUARANTINES	SSP-7
MINIMUM WAGES	SSP-8
TITLE VI AND NONDISCRIMINATION:	SSP-9
ON-THE-JOB TRAINING	SSP-18

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

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **October 27, 2025**.

The completion date for this contract is **September 1, 2027**.

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 Thousand Dollars (\$ 2,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 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 **Maps #1, #4 thru #35, #37, #38, or #40 thru #57**, during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday, Sunset to 9:00 A.M. (the following morning)
and
From Saturday at Sunset to the following Monday at 9:00 A.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **Any Map, except for Maps #2 and #3**, 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 **Sunset** December 31st and **9:00 A.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 A.M.** the following Tuesday.

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

(6-18-13)

108

SP1 G14 K

The Contractor shall complete the work required of **Maps #1, #34, and #54** and shall place and maintain traffic on same. **The date of availability and completion date are based upon current information from Orange County Schools and Chapel Hill-Carrboro City Schools, and is subject to change. The Contractor shall coordinate with the Engineer to ensure that the work required by this Intermediate Contract Time is completed while Pathways Elementary School, Estes Hills Elementary School, Guy B. Phillips Middle School, Seawall Elementary School, Smith Middle School, and Chapel Hill High School are out for Summer Break.**

The date of availability for this intermediate contract time **shall be either June 15, 2026 or June 14, 2027, as elected by the Contractor.**

The completion date for this intermediate contract time is **the date that is sixty (60) consecutive calendar days after the date of availability.**

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per calendar day. At the preconstruction conference the Contractor shall declare the expected date for beginning the work required of this intermediate contract time. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) calendar days prior to the revised date.

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

(6-18-13)

108

SP1 G14 K

The Contractor shall complete the work required of **Maps #2 and #3** and shall place and maintain traffic on same. **The date of availability and completion date are based upon current information from Chapel Hill-Carrboro City Schools and is subject to change. The Contractor shall coordinate with the Engineer to ensure that the work required by this Intermediate Contract Time is completed while Carrboro Elementary School, Frank Porter Graham Elementary School, and Phoenix Academy High School are out for Summer Break.**

The date of availability for this intermediate contract time **shall be either June 15, 2026 or June 14, 2027, as elected by the Contractor.**

The completion date for this intermediate contract time is **the date that is sixty (60) consecutive calendar days after the date of availability.**

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per calendar day. At the preconstruction conference the Contractor shall declare the expected date for beginning the work required of this intermediate contract time. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) calendar days prior to the revised date.

PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of \$ **2,000.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

RAILROAD GRADE CROSSING:

(7-1-95)(Rev. 1-16-24)

107-9

SP1 G17R

When the use of slow moving or stopped equipment is required over at-grade railroad crossings, the contractor shall contact the appropriate track owner to gain Right of Entry. The contractor shall be responsible for ascertaining and contacting the railroad track owner.

No separate payment will be made for conforming with the requirements of this Special Provision. Please contact the Resident Engineer or the NCDOT Rail Division - Engineering Coordination & Safety Branch - Surfaces & Encroachment Manager with any questions pertaining to the Right of Entry.

MAJOR CONTRACT ITEMS:

(2-19-02)(Rev. 1-16-24)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *Standard Specifications*):

Line #	Description
9	Asphalt Conc Surface Course, Type S9.5B

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-16-24)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *Standard Specifications*).

Line #	Description
19-25, 32	Long-Life Pavement Markings
34-36	Erosion Control
37	Signals/ITS System

FUEL PRICE ADJUSTMENT:

(11-15-05)(Rev. 1-16-24)

109-8

SP1 G43

Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.5735** 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
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20Starting%20Nov%202022%20Lettings.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08)(Rev. 6-17-25)

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>
2026	(7/01/25 - 6/30/26)	45% of Total Amount Bid
2027	(7/01/26 - 6/30/27)	51% 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.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 5-9-24)

102-15(J)

SP1 G66

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet the Combined MBE /WBE Goal. No submittal of a Letter of Intent is required.

Combined MBE/WBE Goal: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

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

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

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

Manufacturer - A firm that owns (or leases) and operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor. A firm that