



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

May 23, 2024

**Addendum No. 2**

RE: Contract # C204796

WBS # 49622.3.1

FEDERAL AID # 0040120

**Haywood County (HB-0002)**

BRIDGES #248 AND #249 OVER SR-1613 (BEAVERDAM RD) ON I-40.

**May 28, 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. 2 Dated 05-23-2024".
Table of Contents	Table of Contents updated to reflect changes below.
G-4 thru G-6	The Project Special Provisions entitled <b>INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES, INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES, INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES, INTERMEDIATE CONTRACT TIME NUMBER 8 AND LIQUIDATED DAMAGES</b> and <b>INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES</b> have been 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](http://www.ncdot.gov)

Sincerely,

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

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

RED/cms  
Attachments

cc: Mr. Wiley W. Jones III, PE  
Ms. Wanda H. Payne, 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.2 DATED 05-23-2024**

DATE AND TIME OF BID OPENING: **May 28, 2024 AT 02:00 PM**

CONTRACT ID C204796  
WBS 49622.3.1

FEDERAL-AID NO. 0040120  
COUNTY HAYWOOD  
T.I.P NO. HB-0002  
MILES 0.540  
ROUTE NO. I-40  
LOCATION BRIDGES #248 AND #249 OVER SR-1613 (BEAVERDAM RD) ON I-40.

TYPE OF WORK GRADING, DRAINAGE, PAVING, AND 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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The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Phase I, Step #3** as shown on Sheet **TMP-03** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **five (5)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Phase I, Step #4** as shown on Sheet **TMP-03** and shall place and maintain traffic on same. **The Contractor shall use a Dynamic Zipper Merge System, as described elsewhere in this Contract, to complete the work required of this intermediate contract time. The Contractor shall coordinate with neighboring work zones along I-40 prior to use of a Dynamic Zipper Merge System.**

The time of availability for this intermediate contract time is the **Monday at 7:00 P.M.** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Thursday at 6:00 A.M.** after the time of availability.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per fifteen (15) minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Phase II, Step #1** as shown on Sheet **TMP-03** and shall place and maintain traffic on same. **The Contractor shall use a Dynamic Zipper Merge System, as described elsewhere in this Contract, to complete the work required of this intermediate contract time. The Contractor shall coordinate with neighboring work zones along I-40 prior to use of a Dynamic Zipper Merge System.**

The time of availability for this intermediate contract time is the **Monday at 7:00 P.M.** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Thursday at 6:00 A.M.** after the time of availability.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per fifteen (15) minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Phase III, Step #1** as shown on Sheet **TMP-03** and shall place and maintain traffic on same. **The Contractor shall use a Dynamic Zipper Merge System, as described elsewhere in this Contract, to complete the work required of this intermediate contract time. The Contractor shall coordinate with neighboring work zones along I-40 prior to use of a Dynamic Zipper Merge System.**

The time of availability for this intermediate contract time is the **Monday at 7:00 P.M.** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Thursday at 6:00 A.M.** after the time of availability.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per fifteen (15) minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 8 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Phase IV, Step #1** as shown on Sheet **TMP-03** and shall place and maintain traffic on same. **The Contractor shall use a Dynamic Zipper Merge System, as described elsewhere in this Contract, to complete the work required of this intermediate contract time. The Contractor shall coordinate with neighboring work zones along I-40 prior to use of a Dynamic Zipper Merge System.**

The time of availability for this intermediate contract time is the **Monday at 7:00 P.M.** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Thursday at 6:00 A.M.** after the time of availability.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per fifteen (15) minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Phase V, Step #1** as shown on Sheet **TMP-03** and shall place and maintain traffic on same. **The Contractor shall use a Dynamic Zipper Merge System, as described elsewhere in this Contract, to complete the work required of this intermediate contract time. The Contractor shall coordinate with neighboring work zones along I-40 prior to use of a Dynamic Zipper Merge System.**

The time of availability for this intermediate contract time is the **Monday at 7:00 P.M.** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Thursday at 6:00 A.M.** after the time of availability.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$ 2,500.00)** per fifteen (15) minute time period.

**PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12) (Rev. 1-16-24)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on 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 *Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

**CONSTRUCTION MORATORIUM:**

(1-19-16)

SP1 G18C

No tree cutting will be allowed from **April 1<sup>st</sup>** through **October 15<sup>th</sup>** of any year.

**DELAY IN RIGHT OF ENTRY:**

(7-1-95) (Rev. 7-15-14)

108

SP1 G22

The Contractor will not be allowed right of entry to the following parcel(s) prior to the listed date(s) unless otherwise permitted by the Engineer.

<b><u>Parcel No.</u></b>	<b><u>Property Owner</u></b>	<b><u>Date</u></b>
002	Highland Holdings Group LLC	6-30-2024
005	Charles J Davis	6-30-2024
006	Harley Enterprises LLC	6-30-2024
008	Adam B King	6-30-2024

**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*):

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