



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR
July 9, 2026

DANIEL JOHNSON
SECRETARY

Addendum No. 1

Contract No.: C205201
TIP No.: BO-2418
County: Pitt
Project Description: Construct a Multi-Use Path / Greenway along Greene Street from Town Common to River Park North in Greenville.

RE: Distribution of Addendum No. 1 to Final RFP
July 21, 2026 Letting

To Whom it May Concern:

Reference is made to the Final Request for Proposals dated July 1, 2026 recently furnished to you on the above project. We have since incorporated changes and have attached a copy of Addendum No. 1 for your information. Please note that all revisions have been highlighted in gray and are as follows:

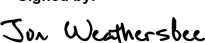
The first page of the *Table of Contents* has been revised. Please void the first page in your proposal and replace with the revised page provided.

Pages 5 and 6 of the Project Special Provisions have been revised. Please remove and void Pages 5, 6 and 7 in your proposal and replace them with the revised Pages 5, 6 and 7 provided.

If you have any questions or need additional information, I can be reached by telephone at (919) 707-6930.

Sincerely,

Jon Weathersbee, PE
State Contract Officer

Signed by:

E45DA45396074A0...

JW/tmn

cc: Mary Beth Houston, PE
Jordan Scott, PE
Boyd Tharrington, PE
Timothy T. McFadden, CPM
Malcolm Watson, PE
Troy Brooks, PE
File

Mailing Address:
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1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

TABLE OF CONTENTS

COVER SHEET

PROPOSAL SHEETS

PROJECT SPECIAL PROVISIONS	PAGE NO.
Build America, Buy America (BABA).....	1
Contract Time and Liquidated Damages	5
Other Liquidated Damages and Incentives	6
Intermediate Contract Time Number 3 and Liquidated Damages.....	6
Additive Scope Items.....	6
Required Provision for USDOT Discretionary Grants.....	7
Mobilization	7
Submittal of Quantities, Fuel Base Index Price and Opt-Out Option.....	7
Steel Price Adjustment.....	9
Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban	21
Submission of Design-Build Proposal	21
Payout Schedule.....	22
Schedule of Estimated Completion Progress	22
Disadvantaged Business Enterprise	23
Certification for Federal-Aid Contracts	37
Contractor's License Requirements	38
Use of Unmanned Aircraft System (UAS)	38
U.S. Department of Transportation Hotline.....	39
Subsurface Information	39
Cooperation between Contractors.....	39
Bid Documentation	40
Twelve-Month Guarantee	43
Permanent Vegetation Establishment	44
Erosion & Sediment Control / Stormwater Certification.....	44
Tack for Mulch for Erosion Control	49
Procedure for Monitoring Borrow Pit Discharge.....	50
Clearing and Grubbing.....	52
Building and Appurtenance Removal / Demolition.....	52
Manufactured Quarry Fines in Embankments	53
Flowable Fill.....	54
Drainage Pipe	55
Geotextile for Subgrade Stabilization.....	55
Price Adjustments for Asphalt Binder	56
Price Adjustments - Asphalt Concrete Plant Mix	56
DELETED Horizontal Drains	56
Pedestrian Safety Rail.....	56
Greenways and Multi-Use Paths.....	57

- (ii) Aggregates such as stone, sand, or gravel
- (iii) Aggregate binding agents or additives

(b) Materials Not Permanently Incorporated into the Work

Materials that are not permanently incorporated into the completed project are not subject to domestic content requirements. Materials are not permanently incorporated when they are used solely to facilitate construction activities and do not perform an ongoing structural, operational, or functional role after construction is complete. Determinations regarding whether a material is permanently incorporated shall be made by the Engineer.

(D) Classification and Clarification of Materials

All items subject to domestic content requirements shall be classified as either an iron or steel product, construction material, manufactured product, or a material not subject to domestic content requirements based on their final form as delivered to the project site. Each item may be classified into only one category and shall not be reclassified to avoid more stringent requirements. Classification of a manufactured product does not relieve the Design-Build Team of compliance with iron and steel domestic manufacturing requirements applicable to embedded iron or steel components when required by Federal law or regulation. When an item's classification is uncertain or does not clearly fall within the listed categories, the Design-Build Team shall submit the item for review by the Engineer. Approval must be obtained prior to procurement or incorporation into the project.

CONTRACT TIME AND LIQUIDATED DAMAGES

(8-1-00) (Rev. 7-09-26)

108

DB1 G008 A

The date of availability for this contract is August 31, 2026, except that the Design-Build Team shall only begin ground disturbing activities as allowed by this Request for Proposals (RFP).

The Final Completion Date for this contract shall be April 26, 2029.

For purposes of the Final Completion Date, the work required for Final Completion consists of the work required under the Project Special Provision entitled *Permanent Vegetation Establishment*, including establishment of permanent vegetation, maintenance and removal of remaining temporary erosion control measures, removal of remaining temporary traffic control devices and work zone signs, correction and vegetation of disturbed areas, and other work necessary to satisfy the requirements of that special provision.

When observation periods are required by the special provisions, the observation periods are not included in the work required to be completed by the Construction Completion Date, Final Completion Date, or any other intermediate contract times. Should an observation period extend beyond the Final Completion Date, the performance and payment bonds shall remain in full force and effect until the observation period has been completed and the work accepted by the Department.

The liquidated damages for this contract are Two Hundred Dollars (\$ 200.00) per calendar day. Liquidated damages attributable to delay in this Final Completion Date will accrue until the requirements of the *Permanent Vegetation Establishment* Project Special Provision are satisfied and the work is accepted by the Department.

OTHER LIQUIDATED DAMAGES AND INCENTIVES

(3-22-7) (Rev. 2-14-8)

DB1 G11

Reference the Transportation Management Scope of Work found elsewhere in this RFP for more information on the following time restrictions and liquidated damages:

Liquidated Damages for Intermediate Contract Time #1 for lane narrowing, lane closure, holiday and special event time restrictions for a single lane on North Greene Street are **\$250.00** per hour or any portion thereof.

Liquidated Damages for Intermediate Contract Time #2 for the long-term lane closures on North Greene Street are \$1,000.00 per day or any portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 7-09-26)

108

DB1 G13 A

Except for that work required under the Project Special Provision entitled *Permanent Vegetation Establishment*, and any observation periods required by the contract, the Design-Build Team shall complete all work included in this contract, and shall place and maintain traffic on same.

The date of availability for this contract is **August 31, 2026**, except that the Design-Build Team shall only begin ground disturbing activities as allowed by this Request for Proposals (RFP).

The Construction Completion Date for this contract is **October 28, 2028**.

Liquidated damages of **One Thousand Six Hundred Dollars (\$ 1,600.00)** per calendar day. Liquidated damages attributable to delay in the Construction Completion Date will accrue until all work required for Construction Completion is complete and accepted in accordance with Article 105-17 of the *Standard Specifications*.

Liquidated damages will not be assessed concurrently for the Construction Completion Date and Final Completion Date associated with the *Contract Time and Liquidated Damages* provision. Only one (1) liquidated damages rate will apply to a given calendar day. When more than one of these completion dates has not been met, the highest applicable liquidated damages rate will govern until the corresponding completion date is satisfied.

Upon apparent completion of all the work required to be completed by the Construction Completion Date, an inspection will be held in accordance with Article 105-17 of the *Standard Specifications*. Upon acceptance, the Department will assume responsibility for the maintenance of all accepted excluding Permanent Vegetation Establishment as defined in the Project Special Provision entitled *Permanent Vegetation Establishment* found elsewhere in the RFP. The Design-Build Team shall remain responsible for correcting damage to the completed roadway caused by planting operations, whether occurring before or after traffic has been placed on the project.

ADDITIVE SCOPE ITEMS

The Design-Build Team shall provide separate lump sum pricing for each Optional Scope Item identified below. The Department reserves the right to enter into a supplemental agreement to select any one option, combination of options, or none of the options at its sole discretion. A total of three forms shall be submitted with the proposal.

The Design-Build Team shall provide separate lump sum prices for the three additive scope items following the Itemized Proposal Sheet:

1. Remove and replace the existing bridge sidewalk with the maximum width that can be accommodated in accordance with the applicable design criteria.

2. Widen and overlay the existing bridge sidewalk to the maximum width that can be accommodated in accordance with the applicable design criteria while maintaining a uniform appearance and existing sidewalk finish grades.
3. Design, acquire right-of-way, permit, and construct a new location multi-use path.

The lump sum prices for these additive scope items will not be included in the Total Lump Sum Price Bid and will not be considered in determining the proposer with the lowest price.

Following contract award, the Department will review the additive scope items and reserves the sole right to accept or reject any option. Notice of the Department's intent to proceed with any additive scope item will be provided to the successful bidder within 90 calendar days of contract award. Any accepted additive scope item will be incorporated by supplemental agreement for the amount submitted in the proposal. No additional contract time will be granted for acceptance of any additive scope item.

REQUIRED PROVISION FOR USDOT DISCRETIONARY GRANTS

The Contractor is hereby notified that this project will be partially financed with USDOT discretionary grant funds. The Contractor shall assure that all subcontracts, and other contracts for services for a USDOT discretionary funded project shall also have this Project Special Provision in their contracts. As such, the Department may require the Contractor to provide reports, and other information as evidence to document the progress and expenditures on the project on a monthly, quarterly and / or yearly basis. No direct payment will be made for providing any reports required by a USDOT Discretionary Grant.

MOBILIZATION

(1-16-24)

DB1 G15B

Revise the *Standard Specifications* as follows:

Page 8-1, Subarticle 800-2, MEASUREMENT AND PAYMENT

Delete this subarticle in its entirety and replace with the following:

800-2 MEASUREMENT AND PAYMENT

Five percent of the "Total Amount of Bid for Entire Project" shall be considered the lump sum amount for Mobilization. Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the contract. Payment will be made at the rate of 50 percent of the lump sum amount calculated for Mobilization. The remaining 50 percent will be paid with the partial pay estimate following approval of all permits required in the Environmental Permits Scope of Work for this project.

SUBMITTAL OF QUANTITIES, FUEL BASE INDEX PRICE AND OPT-OUT OPTION

(9-19-22)

DB1 G43

(A) Submittal of Quantities

Submit quantities on the *Fuel Usage Factor Chart and Estimate of Quantities* sheet, located in the back of this RFP, following the Itemized Proposal Sheet.

The Design-Build Team shall prepare an Estimate of Quantities that will be incorporated into the completed project and upon which the Price Proposal was based. The quantity breakdown shall include all items of work that appear in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet. Only those items of work which are specifically noted in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet will be subject to fuel price adjustments. The quantity estimate submitted shall be the final total quantity limit for which fuel price adjustments will be made for each item, regardless of Supplemental Agreements.