

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR J. ERIC BOYETTE SECRETARY

June 23, 2022

Addendum No. 2

Contract No.: DA00546

WBS Element: 44847.1.5

Improvements to the Intersection of NC 32/37 in Chowan County

To Whom It May Concern:

Reference is made to the proposal and plans previously furnished for this project.

The following revisions have been made to the proposal and plans:

Page 8, "Intermediate Contract Time Number 3 & 4 and Liquidated Damages" have been revised to correct the steps, associated with each ICT. Please replace the original Page 8, "Intermediate Contract Time Number 3 & 4 and Liquidated Damages" with the attached revised Page 8, "Intermediate Contract Time Number 3 & 4 and Liquidated Damages".

Sincerely,

DocuSigned by: 1550 CDAEAC77A6394FB...

C. E. Slachta Division Contract Engineer

Cc: C. W. Bridgers, Jr., PE R. W. Midgett, PE R. K. Sawyer, PE G. A. Byrum, PE M. B. Gill, PE J. W. Hoadley The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

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The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Two Hundred Fifty Dollars** (\$ **250.00**) per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

The Contractor shall complete **all work required for TMP Phase II, Step 3**, as shown on the plans.

The date of availability for this intermediate contract time is **July 25, 2022**.

The completion date for this intermediate contract time is **One** (1) **Calendar Day**.

The liquidated damages are **Eight Hundred Fifty Dollars** (\$ 850.00) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

The Contractor shall complete **all work required for TMP Phase II, Step 4,** as shown on the plans.

The date of availability for this intermediate contract time is after completion of ICT 3.

The completion date for this intermediate contract time is **One** (1) **Calendar Day**.

The liquidated damages are **Eight Hundred Fifty Dollars** (**\$ 850.00**) per calendar day.

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

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SP1 G15R

PROSECUTION OF WORK: 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 **\$ 250.00** 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.