



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 20, 2020

Addendum No. 1

Contract No.: 11959796

WBS Element: 1.200827

*Ferry Operation And Custodial Service For The Sans Souci Ferry Over The Cashie River,
Located in Bertie County*

To Whom It May Concern:

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

The following revision has been made to the proposal and plans:

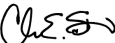
Page 7, "Contract Time & Liquidated Damages" has been revised to adjust the Date of Availability and Completion Date. Please replace the original Page 7, "Contract Time & Liquidated Damages" with the attached revised Page 7, "Contract Time & Liquidated Damages".

Page 10, "Ferry Operation Schedule" has been revised to show the correct secondary routes. Please replace the original Page 10, "Ferry Operation Schedule" with the attached revised Page 10, "Ferry Operation Schedule".

**Online CPR Certification Will Be Sufficient To Meet The CPR Requirements Listed In The Contract, Until Formal Training Is Available.*

We apologize for any inconvenience.

Sincerely,

DocuSigned by:

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C. E. Slachta
Division Proposals Engineer

Cc: S. D. Baker, PE
C. W. Bridgers Jr., PE
G. A. Byrum, PE
R. W. Midgett, PE
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CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability for this contract is September 1, 2020.

The completion date for this contract is August 31, 2021.

Upon mutual agreement by the Department and the Contractor, and upon notification, this contract may be extended for two (2) additional periods of one (1) year each (maximum three – (3) years total). The unit bid prices will be increased by three (3%) percent for each one-year extension. No changes in terms, conditions, etc. of this contract will be made when the extension to the contract is implemented. The Engineer will notify the Contractor in writing by June 15th, if the contract may be extended. The Engineer must receive a signed response from the Contractor within two calendar weeks of the date of the offer letter. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

If the term of the contract is extended, the date of availability for subsequent year(s) will be **September 1** and the completion date will be **August 31**.

No extensions will be authorized except as authorized by Article 108-10 of the *2018 Standard Specifications*.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

Contractor shall provide a ferry operator at the site at all times during staffing hours. **For every hour or portion thereof that a ferry operator is not on site at the ferry during staffing hours, the Contractor shall be assessed liquidated damages of Fifty dollars (\$50.00) per hour.** Liquidated damages will be deducted from the Contractor's monthly payment. The Contractor shall take immediate action to provide a ferry operator, or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

In the event the Contractor does not provide services as required during operating hours, unless directed to stop work by the Engineer or as outlined in the "FERRY OPERATOR'S GUIDE - Operational Schedule, ATTACHMENT C", **the Contractor shall be assessed liquidated damages of Fifty dollars (\$50.00) per hour for each hour or portion thereof that the Contractor fails to provide the required service.**

SITE INVESTIGATION AND REPRESENTATION:

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility of any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence to familiarize himself with the contract or project site(s).

Note: Actual March and November Change Dates between Summer and Winter staffing hours will coincide with Daylight Savings Time and therefore will vary from year to year.

The Contractor shall provide qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per shift per twelve (12) hour shift and one (1) person per shift per ten and a half (10.5) hour shift.

Supervisor: The Contractor shall provide a Daily Operations Supervisor for daily supervision of ferry operators. The Contractor's Daily Operations Supervisor shall be available by telephone and/or mobile 24 hours a day for immediate contact. The supervisor shall have the authority to take immediate action to correct conditions determined by the Department to be unsafe, unsanitary, or reflecting unfavorably on the State of North Carolina and the Contractor. The supervisor shall perform site visits to monitor/supervise ferry operators a minimum of one (1) hour per week. Each site visit shall be for a minimum of 30 minutes. The supervisor shall be required to monitor/supervise each ferry operator a minimum of once per month.

FERRY OPERATION SCHEDULE:

November 2 – March 7	7:00 AM to 5:00 PM
March 8 – November 1	Sunrise or 6:30 AM to 6:00 PM

Note: Actual March and November Operation Schedule Change Dates will coincide with Daylight Savings Time and therefore will vary from year to year.

The ferry will be operated on the above schedule, seven (7) days per week, 364 days per year (Ferry Closed Christmas Day), except during Leap Year in which case, the ferry will be operated on the above schedule, seven (7) days per week, 365 days during Leap Year year, with the following exceptions:

1. During electrical storms.
2. During extremely high water.
3. During extremely low water.
4. When ferry deck is covered with snow or ice.
5. Equipment Failure
6. When notified by the Engineer not to operate.

Staffing hours begin fifteen (15) minutes before and end fifteen (15) minutes after stated operational hours for the purposes of opening and closing the ferry site.

When closing the ferry due to high water or other circumstances stated in the contract, the Contractor is responsible for changing all motorist notification signs, including those signs located at the intersection of SR 1500 / SR 1521 and the intersection of SR 1538 / SR 1500.

The Contractor must provide a means for access to the ferry site in the event of high water to check conditions as stated in the contract. In the event of major flooding where access to the ferry house is deemed perilous to human life, the Contractor shall cease daily checks and shall notify the Department of such flooding immediately.