



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

October 2, 2013

**Addendum No. 1**

Contract No.: DA00167

TIP No.: N/A

WBS No.: 45331.3.3

*Improve Intersection on SR 1102 (Yeopim Rd.) at NC 32*

To Whom It May Concern:

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

The following revisions have been made to the proposal:

Page No. 9, "Intermediate Contract Time Number 1 and Liquidated Damages" has been revised to extend the completion date to June 6, 2014. Please void the existing Page No. 9 in the proposal and staple revised Page No. 9 thereto and acknowledge addendum on the Bid Form.

Sincerely,

A handwritten signature in black ink, appearing to read "W. B. Hobbs".

W. B. Hobbs, PE  
Division Project Manager

WBH/ces  
Attachment

cc: S. D. Baker, PE  
D. S. Lee, PE

## SPECIAL PROVISIONS

### **NOTE TO CONTRACTOR:**

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project. The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the *2012 Standard Specifications*.

The Contractor shall be responsible for returning any disturbed areas back to its original condition. This work may include, but will not be limited to, grading, seeding and mulching, etc. All materials and labor necessary to perform the above mentioned work will be considered incidental to the various contract items and no direct payment will be made for these activities.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

**The date of availability for this project is January 6, 2014.**

The completion date for this contract is **the date of acceptance of all erosion control measures in the contract. Liquidated Damages will begin if erosion control items are not accepted within 90 consecutive calendar days following acceptance of roadway and structure items.**

The liquidated damages for this contract will be **Five Hundred Dollars (\$500.00)** per calendar day. After award of the project, the Contractor shall notify the Engineer of his expected date for beginning work.

### **INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

Except for the work required of final establishment of erosion control measures contained in the contract and removal of temporary erosion control measures, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **January 6, 2014.**

The completion date for this intermediate contract time is **the date of acceptance of all roadway and structure items in the contract. Liquidated Damages will begin if roadway items in the contract are not completed within 100 days from the date construction begins but must be complete no later than June 6, 2014.**

The liquidated damages for this intermediate contract time are **Five Hundred Dollars (\$500.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except for the final establishment of erosion control measures and removal of temporary erosion control measures. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway and caused by operations performed in final establishment of erosion control measures and removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project. Payment for maintenance and removal of temporary erosion control measures is incidental to the various pay items in the contract. No additional compensation will be made for maintenance and removal of temporary erosion control items.