

# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

December 5, 2022

#### Addendum No. 2

Contract No.: DA00558

WBS Element: 16.33001

M/V Cedar Island Credit Drydock (CDD)

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 1, "Proposal Cover" has been revised to change the "Letting Date" from December 7, 2022 to December 14, 2022. Please replace the original Page 1, "Proposal Cover" with the attached revised Page 1, "Proposal Cover".

Page 8, "Contract Time and Liquidated Damages" has been revised to change the "Date of Availability" from January 4, 2023 to January 11, 2023. Please replace the original Page 8, "Contract Time and Liquidated Damages" with the attached revised Page 8, "Contract Time and Liquidated Damages".

Page 40, "Vessel Availability" has been revised to change the date from January 4, 2023 to January 11, 2023. Please replace the original Page 40, "Vessel Availability" with the attached revised Page 40, "Vessel Availability".

Page 65, "Birthing Days" has been revised to change "one hundred twenty-one [121] to one hundred fifteen [115]". Please replace the original Page 65, "Birthing Days" with the attached revised Page 65, "Birthing Days".

Page 108, "Renew Aft Wheelhouse" Section 29.4 "Requirements" has been revised to clarify the investigative and repair process. Please replace the original Page 108, "Renew Aft Wheelhouse" with the attached revised Page 108, "Renew Aft Wheelhouse".

Please use the attached EBS File (DA00558.ebsx) and delete the original (DA00558.ebsx) & (DA00558.001x) files. We apologize for any inconvenience. If you have already registered on the "Interested Parties List", you <u>do not</u> need to register again.

Sincerely,



C. E. Slachta Division Contract Engineer

Cc

C. W. Bridgers, Jr., PE

R. W. Midgett, PE

R. K. Sawyer, PE

M. B. Gill, PE

E. S. Sedlacek

# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION **HIGHWAY DIVISION 1**

# **PROPOSAL**

DATE AND TIME OF BID OPENING: DECEMBER 14, 2022 AT 2:00 PM

**CONTRACT ID:** DA00558

**WBS ELEMENT NO.: 16.33001** 

**COUNTY: DARE** 

TYPE OF WORK: M/V CEDAR ISLAND CREDIT DRYDOCK (CDD)

#### **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 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD BID IS \$30,000. 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.

THIS IS A DIVISION LET PROJECT

5% BID BOND OR BID DEPOSIT REQUIRED.

RANSPC

NAME OF BIDDER

ADDRESS OF BIDDER

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

(7-1-95) (Rev. 12-18-07) 108 SPI G10 A

The date of availability for this contract is **January 11, 2023** 

The completion date for this contract is May 5, 2023

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

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

#### PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12) 108 SPI G15R

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 \$500.00 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.

#### NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07) 104 SPI G31

None of the items included in this contract will be major items.

#### **NO SPECIALTY ITEMS:**

(7-1-95) 108-6 SPI G34

None of the items included in this contract will be specialty items (see Article 108-6 of the 2018 Standard Specifications).

**DA00558** 40 Revised 12/5/2022 STATE

#### GENERAL SPECIFICATIONS

#### INTRODUCTION

The following "Special Provisions" (comprised of both "General Specifications" and "Technical Specifications") applicable to the Dry-Docking and Repair of the vessel

M/V Cedar Island, shall be used in conjunction with the North Carolina Department of Transportation (NCDOT) "NCDOT Standard Specifications" for Vessels and the 2018 NCDOT Standard Specifications for Roads and Structures, herein referred to as the "Specifications." The Special Provisions are crafted to complement the Specifications. In the event of a conflict, though, the Special Provisions take precedence. The Special Provisions and Specifications, together with drawings, attachments, and all other appendices included with the entire integrated agreement between the Contractor and NCDOT shall be referred to as the Contract Documents. The Contract Documents describe the performance expected for all dry dock and repair work to be completed on the vessel.

#### **VESSEL AVAILABILITY**

The ferry [M/V Cedar Island] will be available for the work outlined in these Special Provisions between the dates of January 11, 2023 to May 5, 2023 – The vessel [M/V Cedar Island] must be returned to the NCDOT no later than May 5, 2023. to be placed back in regular service. It is anticipated that the work shall require portion of which shall require the vessel to be in the dry dock.

#### DESCRIPTION OF WORK

The Contract Documents describe the requirements for dry docking, repairs, and improvements on NCDOT vessel [M/V Cedar Island].

The [M/V Cedar Island] is a steel-hulled passenger/car ferry operated for service between [Ocracoke and Cedar Island and Ocracoke to Swan Quarter]. The principal characteristics of the vessel are as follows:

Length Overall: 207'-9" (220'6" @ Main Deck)

Breadth: 38'-0" (50' @ Main Deck)

Draft, DLWL: 6'-6" (12'6" Depth)

Displacement, DLWL: 648.00 LT (Gross Long Tons)

The vessel is a U.S. Coast Guard (USCG) inspected and subchapter H certificated vessel, and maintains a Certificate of Inspection (COI) issued by the USCG. The Contractor shall perform the dry docking, repairs, and improvements as required by the USCG and the Contract Documents and all items directed by the vessel's owner, NCDOT, to make the vessel suitable in all respects for unrestricted service on its USCG certificated route, in all normally encountered sea states and weather conditions, and to improve the vessel's general material condition.

**DA00558** Revised 12/5/2022 **STATE** 

# 5.0 BERTHING DAYS:

# **5.1** Description:

This section describes the requirement for "Berthing Days."

#### **5.2** References:

None

# **5.3** Owner Furnished Equipment:

None

#### **5.4** Requirements:

"Berthing Days" shall be defined as days when the vessel must be tied up pier side, in the Contractor's facility, beyond the period initially anticipated to complete the basic work, in order to accomplish "Additional Work" that requires the vessel to remain at the Contractor's facility. Berthing days may be used, for example, to keep the vessel tied up while awaiting delivery of equipment or performing pier side maintenance. The Contractor will not be paid for "Berthing Days" to accomplish "Additional Work" that can be done concurrently with any of the work outlined in these Specifications. The Contractor will only be paid "Berthing Days" for additional work requiring the vessel to remain on site, that cannot be accomplished concurrently with the work outlined in this Specifications. Additional work falling under this condition must be explicitly demonstrated, explained to, and accepted by, the NCDOT Representative prior to commencement of any "Additional Work". This item is an Each line item and will only be paid if birthing days are required, if no birthing days are required than no payment can be claimed.

In no event, will payment be made for "Berthing Days" for Saturdays, Sundays, or other days when no Contractor work is being accomplished, recognized NCDOT holidays, or for additional days required to complete work due to the Contractor's inexcusable delays, or failure to prosecute the work diligently during the time available, unless specifically authorized by the NCDOT Representative. For the purpose of providing a common proposal for all bidders, Contractor is to enter a per day Berthing Day fee in the bid sheet.

The Contractor shall provide at least one hundred twenty-one [121] one hundred fifteen [115] working days to complete work on the [M/V Cedar Island]. Until all of these days are expended, no Berthing Days shall be paid by NCDOT. "Berthing Days" shall only be paid if the vessel is actively being worked on during the days charged. Days spent waiting for subcontractors, parts, or shipyard personnel shall only be counted as "Berthing Days" if explicitly agreed to in writing, by the NCDOT Representative.

#### 5.5 Tests, Trials and Documentation:

None

#### 5.6 Payment:

Payment will be per the contract unit bid price per day for *Generic Miscellaneous Item* (*Berthing Days*). No further compensation will be made. This item is an Each line item and will only be paid if birthing days are required, if no birthing days are required than no payment can be claimed.

**DA00558 108** Revised 12/5/2022 **STATE** 

## 29.0 RENEW AFT WHEELHOUSE:

# 29.1 Description:

This section describes the requirement to crop and renew wasted metal on roof and around windows of the Aft Wheelhouse, install new window gaskets, and assure roof drains are working properly.

#### 29.2 References:

#### 29.2 References:

27.2.1 DWG – NC-240-0205 Pilothouse & Galley Arrangement & Details

#### 29.3 Owner Furnished Equipment:

None

#### 29.4 Requirements:

Once the contractor has blasted the aft pilot house, they shall conduct 100 UT shots in the presence of the NCDOT inspector to determine locations of concern. Once locations are identified contractor shall conduct a water hose test or soap and blow test of the concern areas and submit a condition found report. Contractor shall estimate 15 sq. ft. of plate and 6 stuffing tubes for replacement.

The Contractor shall crop and renew wasted metal on roof and around windows of Aft Wheelhouse. The contractor shall reinstall windows using new gaskets and assure windows are not leaking and roof top drains are functioning. Install spotlight and console control assuring manufacturers operation. Clean joiner bulkheads and paint deteriorated areas inside of wheelhouse.

All roof penetrations to be renewed and proven watertight. Searchlight mounts to be renewed and made watertight and paid under Item 28.0 – Replace Spotlight Stands.

All drains to be cleaned, tested and condition report to be provided and paid under Item 33.0 – Clean and Clear All Deck Drains. If replacement is needed will be addressed by Supplemental Agreement.

**NOTE:** Care shall be taken to prevent any outside elements from entering the areas while work is being performed. This work shall be accomplished prior to or after blasting but not in conjunction with blasting.

Contractor shall mechanically or by hand surface prep, and paint to correct color as the superstructure, refer to Section 11 "Painting-General Special Provisions".

#### 29.5 Test, Trials and Documentation:

None

#### 29.6 Payment:

The lump sum contract bid price for *Generic Ferry Item (Renew Aft Wheelhouse)* shall be the total compensation for removal and replacement of all wasted metal, window gaskets, welding, labor, equipment, tools and new materials to accomplish the work detailed in these Special Provisions, including testing and trials. No further compensation will be made.