



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

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ANTHONY J. TATA
SECRETARY

February 3, 2015

Addendum No. 1

SUBJECT: Contract No. DK00138
WBS Element No. 11C.095101
Grading, Drainage, Base and Paving on SR 1331B (Roby Greene Road) in
Watauga County

February 19, 2015 Bid Opening

To Whom It May Concern:

Reference is made to the Contract Proposal recently furnished to you on the above-mentioned project. The following revisions have been made to the Contract Proposal:

Page 8, INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES, has been revised. This revision changes the completion date to April 2, 2015. Please void **Page 8** in your proposal and staple the **Revised Page 8** thereto.

Page 25, CLEARING, has been revised. This revision changes the date to have all trees felled before April 2, 2015. Please void **Page 25** in your proposal and staple the **Revised Page 25** thereto.

The Acknowledgement of Receipt for this Addendum shall be signed by an authorized agent of the company and returned with the bid proposal. Bid Proposals submitted without this Addendum shall be considered irregular and will not be considered for award.

If you have any questions regarding this matter, please feel free to contact me at 336-903-9138.

Sincerely,

A handwritten signature in black ink that reads "Joe L. Laws".

Joe L. Laws, PE
Division Project Manager

cc: M. A. Pettyjohn, PE
Doug Eller

Acknowledgement of Receipt

Company Name

Signature

Date

The completion date for this intermediate contract time is **October 15, 2015**.

Liquidated damages for this intermediate contract time are **Six Hundred Dollars (\$600.00)** 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** *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

Due to permitting issues related to impacts to possible populations of The Northern Long-Eared Bat, the Contractor is directed to have all trees on this project cut and on the ground prior to **April 2, 2015**. These trees may be removed during this time period, but only if this can be accomplished with minimal land disturbance to the point that no erosion control measures will be necessary. Traffic must be maintained at all times and assurances made that no trees will pose a hazard to the traveling public after they have been felled.

The date of availability for this intermediate contract time is **March 1, 2015**.

The completion date for this intermediate contract time is **April 2, 2015**.

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

MAJOR CONTRACT ITEMS

The following listed items are the major contract items for this contract (See Articles 101 and 104-5 of the *2012 Standard Specifications*):

Line #	Description
10	Aggregate Base Course
13	Asphalt Concrete Intermediate Course, Type I19.0B
15	Asphalt Surface Treatment, Triple Seal

Completion and final acceptance of the project is contingent upon successful completion of the Observation Period. The observation period will be considered a part of the work required to be completed by the final completion date specified herein. Final acceptance will not be made before the completion of all work. Final acceptance will be made only after the satisfactory completion of all work covered by this contract. All ground cover shall be well-rooted, in a living and healthy condition at the time of final acceptance. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

SUBSURFACE INFORMATION

There is no subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

CLEARING

This Special Provision directly relates to Intermediate Contract Time Number 2 and Liquidated Damages previously mentioned in the contract. Due to the possible occurrence of populations of The Northern Long-Eared Bat on this project, it will be necessary to have all trees that fall within construction limits felled before **April 2, 2015**. These trees may be removed from the project before April 2nd, but only if this can be accomplished without any ground disturbance to the point that erosion control measures must be installed. Trees may be felled and left in place as long as no portion of the tree will pose any hazard to the traveling public.

The pay item for clearing will include all equipment, labor and materials required to complete this work.

Payment will be made under:

Pay Item	Pay Unit
Clearing	Lump Sum

AGGREGATE PRODUCTION

Provide aggregate from a producer who uses the current Aggregate Quality Control/Quality Assurance Program, which is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.