



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

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GOVERNOR

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ANTHONY J. TATA
SECRETARY

February 28, 2013

Addendum No. 1

SUBJECT: Contract No. 11-02-511
WBS Element No. 11C.014086
Grading, Drainage, Base & Paving on 0.63 miles of SR 1732 (Millpond Road) in
Caldwell County, North Carolina

March 7, 2013 Bid Opening

To Attendees at the Pre-bid Conference held on February 26th, 2013:

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 7, CONTRACT TIME AND LIQUIDATED DAMAGES, has been revised. This revision changed the Availability and Completion Dates due to a bridge project on the same route which will conflict with construction of this project.

Page 7, INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES, has been revised. This revision changed the Intermediate Availability and Completion Dates due to a bridge project on the same route which will conflict with construction of this project. Please void **Page 7** in your proposal and staple the **Revised Page 7** thereto.

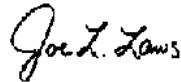
The following **CLARIFICATION** for items directly impacting the special provision concerning Response for Erosion Control is being provided for your information:

1. The special provision for **Response for Erosion Control** listed on Page 48 of the contract proposal is written with the assumption that the prime contractor will subcontract these erosion control items. With this being an SBE Contract, the Department realizes that many contractors perform their own erosion control work. At this time and on this particular contract, we will pay the prime contractor for **Response for Erosion Control** when required by NPDES Inspection Form SPPP30 when that work is not performed by an approved subcontractor. Please be advised that this work will only be paid for during the

Intermediate Contract Time that begins at the completion of construction activities and continues until the requirements of the **Permanent Vegetation Establishment** special provision have been satisfied as described on Page 42 of the contract proposal.

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

Yours very truly,



Joe L. Laws, PE
Division Project Manager

Acknowledgement of Receipt

Company Name

Signature

Date

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability is September 1, 2013.

No work will be permitted and no contract will be executed until all required bonds and prerequisite conditions and certifications have been satisfied. No work will be permitted prior to issuance of the purchase order.

The completion date for this project is May 31, 2014. No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications*.

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.

Liquidated damages for this contract are Two Hundred Dollars (\$200.00) per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

Except for that work required under the Project Special Provisions entitled *Permanent Vegetation Establishment*, included elsewhere in this proposal, 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 September 1, 2013.

The completion date for this intermediate contract time is November 30, 2013.

Liquidated damages for this intermediate contract time are Three Hundred Fifty Dollars (\$350.00) 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.