



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

ADDENDUM NO. 1
SMALL BUSINESS ENTERPRISE PROJECT

May 26, 2016

Contract No.: 11-00-112
WBS Element: Various
Counties: Avery, Caldwell, Watauga
Description: Long Arm Mowing on 50% of the Routes within each County

June 2, 2016 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 7, CONTRACT TIME AND LIQUIDATED DAMAGES, has been revised. This revision changed the Completion Date to June 30, 2017. Please void **Page 7** in your proposal and staple the **Revised Page 7** thereto.

Page 13, SUBLETTING OF CONTRACT, remains unchanged. The Contractor is advised that all requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 31, LONG-ARM MOWING, has been revised. This revision has added a separate Pay Item for Long-Arm Mowing – Divided Highway without Lane Closure. Please void **Page 31** in your proposal and staple the **Revised Page 31** thereto.

Page 32, TRAFFIC CONTROL AND WORK ZONE SAFETY, has been revised. This revision modified the third paragraph under this provision to required Certified Personnel. Please void **Page 32** in your proposal and staple the **Revised Page 32** thereto.

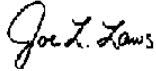
Page 38, CONTRACT BID FORM, has been revised. This revision added Pay Item #5, Long-Arm Mowing – Divided Highway without Lane Closure. Line Item Numbers were revised to accommodate the inclusion of the new pay item modified the quantity for Pay Item #4. Please void **Page 38** in your proposal and staple the **Revised Page 38** 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,



Joe L. Laws, PE
Division Project Manager

cc: M. A. Pettyjohn, PE
W. O. Atkins, PE
Jason Joyce, CPESC

Acknowledgement of Receipt

Company Name

Signature

Date

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 any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence in familiarizing himself with the contract or project site(s).

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability is July 1, 2016.

It is the intent of this contract to Long Arm Mow 50% of the roads in Avery County, 50% of the roads in Caldwell County, and 50% of the roads in Watauga County. Each County has been divided along a primary route/routes.

No work will be permitted and no contract will be executed until all 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 June 30, 2017. No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications*.

Liquidated damages for this contract are Two Hundred Fifty (\$250.00) per calendar day.

INTERMEDIATE CONTRACT TIME 1 AND LIQUIDATED DAMAGES

The Contractor shall complete the work required for Long Arm Mowing identified in the proposal and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is Quarterly, beginning on July 1, 2016, and on the first day (1) of each Quarter throughout the life of this contract.

The Contractor shall complete a minimum of 10% of the total mileage by the end of the first quarter (September 30, 2016), a minimum of 35% of the total mileage by the end of the second quarter (December 31, 2016), a minimum of 60% of the total mileage by the end of the third quarter (March 31, 2017) and 100% of the total mileage by the completion date of this contract (June 30, 2017).

Liquidated damages for failure to meet the above mentioned Quarterly Mileage Totals are **Two Hundred Fifty Dollars (\$250.00) per calendar day.**

No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications*.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

The Contractor shall not close or narrow a lane of traffic on **any route**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **3:00 P.M.** December 31st and **9:00 A.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 A.M.** the following Tuesday.
3. For **Martin Luther King Jr Day**, between the hours of **3:00 P.M.** Friday and **9:00 A.M.** Tuesday.
4. For **Easter**, between the hours of **3:00 P.M.** Thursday and **9:00 A.M.** Monday.
5. For **Memorial Day**, between the hours of **3:00 P.M.** Friday and **9:00 A.M.** Tuesday.
6. For **Independence Day**, between the hours of **3:00 P.M.** the day before Independence Day and **9:00 A.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **3:00 P.M.** the Thursday before Independence Day and **9:00 A.M.** the Tuesday after Independence Day.

7. For **Labor Day**, between the hours of **3:00 P.M.** Friday and **9:00 A.M.** Tuesday.
8. For **Veteran's Day**, between the hours of **3:00 P.M.** the day before and **9:00 A.M.** the day after.

The Contractor is advised that there are no guaranteed minimum quantities and this should be considered prior to bid submittal.

Additional Long -Arm Mowing

In the course of this contract it may be necessary, at the direction of the Division Roadside Environmental Engineer, to long-arm mow routes outside of the contractors current work area. All work will be done at the request of the Engineer. Notification will be made via fax or email; and will include the location of the work, description of the work to be performed, and the approximate quantities required. Each work request may consist of multiple locations within a general work area.

An intermediate contract time of fourteen (14) calendar days from notification will apply to each work request for Additional Long-Arm Mowing. In the event that the Contractor fails to respond to location(s) requested by the Engineer within fourteen (14) calendar days, liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per working day, or a portion thereof, per work request, will be deducted from the monies due to the Contractor. No extensions will be authorized except as authorized by Article 108-10 of the 2012 Standard Specifications.

Method of Payment

Payment for the work covered under this provision will be paid for as the actual number of Shoulder Miles as measured to the nearest one-tenth (.10) mile. There will be five separate pay items based on the type of route in which the work is performed.

Payment will be made under the following items:

Pay Item	Pay Unit
Long-Arm Mowing – Primary Routes	SMI
Long-Arm Mowing – Secondary Paved Routes	SMI
Long-Arm Mowing – Secondary Unpaved Routes	SMI
Long-Arm Mowing – Divided Highway	SMI
Additional Long-Arm Mowing	SMI

EQUIPMENT PROVIDED BY THE CONTRACTOR

A minimum of one long arm-mowing tractor will be required to be present and operating within any work zone.

All contour mowers provided under this contract shall be hydraulic powered, and shall contain a mowing deck of at least **five (5) feet** in width and have a minimum reach of **twenty-two (22) feet**, measured from the center of the steering wheel. The tractor shall be of sufficient size and shall have a horsepower rating of **100 HP** or greater. Mower hydraulics shall be controlled from within the driver compartment. Mowers are to be equipped with shields, which preclude foreign objects from being thrown out from the cutting unit enclosures. Tractors shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. Tractors shall also be

equipped with a minimum of two outside blinking amber lights, visible from both directions and one top of the cab mounted amber rotating light, visible from both directions. The Contractor must furnish, mount, and maintain a "Caution Mower" sign on the rear of each mower. In addition, the Contractor shall display his company name on each tractor. The Department will not be responsible for damage to the Contractor's equipment.

The Contractor shall furnish all equipment in good operating condition and operated by properly trained and qualified personnel. There will be **no payment for mobilization** of labor and equipment, as it will be **considered incidental** to the bid items of this contract. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract.

NOTE: The bidder shall attach to his bid a complete description of the equipment which he plans to use to accomplish the work. This description shall include the horsepower of the tractor(s), model, year, reach and mowing deck size.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and shall provide, install, and maintain all traffic control devices in accordance with these project guidelines, the *Project Special Provisions, 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures, 2012 North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *MUTCD*.

The Contractor's attention is directed to *Section 1101.01 of the 2012 North Carolina Department of Transportation Roadway Standards Drawings*. The Contractor shall utilize complete and proper traffic control and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two-way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles. **Flaggers must be trained by a certified Work Zone Supervisor or a Certified Flagger.**

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the *MUTCD*.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

WBS Element: To Be Assigned

Contract Number: 11-00-112

DESCRIPTION: Long Arm Mowing on 50% of the routes in Avery, Caldwell, and Watauga Counties

PAGE 1 OF 1

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Long-Arm Mowing – Primary Routes	254	SMI		
2	SP	Long-Arm Mowing – Secondary Paved Routes	1,041	SMI		
3	SP	Long-Arm Mowing – Secondary Unpaved Routes	137	SMI		
4	SP	Long-Arm Mowing – Divided Highway	10	SMI		
5	SP	Long-Arm Mowing- Divided Highway without Lane Closure	17	SMI		
6	SP	Additional Long-Arm Mowing	1	SMI		

***ESTIMATED QUANTITIES ONLY - These quantities are for bid purposes only. Actual quantities may vary greatly from the estimated quantities.**

TOTAL BID FOR PROJECT: _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by _____ (date)