



ROY COOPER
Governor

MICHAEL L. HOLDER
Acting Secretary

January 20, 2017

Contract No.: DL00125
WBS No.: 51214.01D
Location: NC 16 Bus.
County: Gaston

RE: Addendum #2 to Contract DL00125.

To Whom It May Concern:

This letter is to advise all prospective bidders of the following contract addendum. The following changes/additions/deletions have been made.

Revised Contract Special Provisions

- Contract Time and Liquidated Damage (SP1 G07A)
- Intermediate Contract Time No. 1 and Liquidated Damages (SP1 G13A)
- Intermediate Contract Time No. 3 and Liquidated Damages (SP1 G14H)

Plan Sheets Added

- Site Subsurface Investigation including bore logs are available on the Division 12 bid site at www.ncdot.gov/doh/operations/division12/bids under the folder entitled 1-31-2017 special letting.

The pre-bid meeting minutes addressing questions not answered at the Pre-bid Meeting are included in this addendum.

Please replace the original proposal sheets with these revised pages prior to submitting your bid. Please include the Pre-bid minutes in your bid package also. Any bids received not containing these items shall be considered irregular and will not be considered for award.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Stafford".

Mark Stafford, P.E.
Division Engineer



CONTRACT TIME AND LIQUIDATED DAMAGES:

(8-15-00) (Rev. 12-18-07)

108

SPI G07 A

The date of availability for this contract is **February 14, 2017**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **March 30, 2018**.

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 **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:

(7-1-95) (Rev. 2-21-12)

108

SPI G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *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 **February 14, 2017**.

The completion date for this intermediate contract time is **September 30, 2017**.

The liquidated damages for this intermediate contract time are **Seven Hundred Fifty Dollars (\$ 750.00)** 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 *Planting, Reforestation* and/or *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:

(2-20-07)

108

SPI G14 B

The Contractor shall not narrow or close a lane of traffic on **NC 16 BUSINESS**, detain and /or alter the traffic flow on or during 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 **5:00 PM** December 31st and **8:00 AM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 AM** the following Tuesday.
3. For **Easter**, between the hours of **5:00 PM** Thursday and **8:00 AM** Monday.
4. For **Memorial Day**, between the hours of **5:00 PM** Friday and **8:00 AM** Tuesday.
5. For **Independence Day**, between the hours of **5:00 PM** the day before Independence Day and **8:00 AM** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **5:00 PM** the Thursday before Independence Day and **8:00 AM** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **5:00 PM** Friday and **8:00 AM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **5:00 PM** Tuesday and **8:00 AM** Monday.
8. For **Christmas**, between the hours of **5:00 PM** the Friday before the week of Christmas Day and **8:00 AM** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in the existing traffic pattern.

The liquidated damages are **Two Hundred Dollars (\$ 200.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SPI G14 H

The Contractor shall complete the work required of **Installing all perimeter erosion control, constructing bore pit, Installing Shoring, boring & jacking of 36" welded steel pipe and making of all connections to drainage system** as shown on Sheet(s) **3, 4 & EC-1 thru EC-5** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time shall be February 14, 2017.

The completion date for this intermediate contract time is seventy five (75) consecutive calendar days after and including the date of availability.

The liquidated damages are **Seven Hundred Fifty Dollars (\$ 750.00)** per calendar day.



ROY COOPER
Governor

MICHAEL L. HOLDER
Acting Secretary

January 18, 2017

Contract No.: DL00125
WBS No.: 51214.01D
Location: NC 16 Bus.
County: Gaston

RE: Pre-bid Conference Minutes:

To Whom It May Concern:

A pre-bid for the above project was held on Wednesday, January 18, 2017, at 10:00 a.m. in the Division 12 Conference Room located at 1710 E. Marion St. in Shelby. The list of attendees is currently posted on the Division 12 bid page located at www.ncdot.gov/doh/operations/division12/bids under the folder entitled 1-31-2017 special letting.

The following is a list of questions submitted by the Contractors in attendance:

Q: Will soil boring information be available for this project?

A: The Subsurface Report is posted on Division 12 bidding site.

Q: How deep does the coal ash extend?

A: See posted subsurface information.

Q: Plan sheet W-2, General Note # 4 states that the system is not designed for hydrostatic pressure, is that correct?

A: Yes, as per the General Note, an approved dewatering system must be used if site conditions warrant it. The intent of the note is to ensure that the excavation site is dewatered during the excavation and boring processes so that the soils behind the wall do not become saturated as to run through the lagging and lead to soil loss behind the TESS. The fly ash is expected to allow the water to move quickly through the soil therefore it may become necessary to install external perimeter wells to aide in the dewatering process. This will be determined by and be the responsibility of the Contractor. There will be no additional payment for this work as it will be considered incidental to the pay item for "Temporary Shoring".

Q: Will an inclinometer be required as mentioned under the Instrumentation and Monitoring Notes on plan sheet W-2?

A: An inclinometer or other accepted method of monitoring will be required to ensure shoring stability.



Q: Will complete clean-up of the coal ash deposits be required by the June 30, 2017 intermediate contract time.

A: The intermediate contract time for completed coal ash removal and clean-up has been extended until September 30, 2017 per addendum #2.

Q: Whose responsibility will it be to monitor the inclinometer or other approved monitoring system?

A: The Contractor should monitor this system and note readings in his daily diary. Any problems should be brought to the attention of the Engineer.

Q: Will the complete shoring system be required to be removed before backfilling the excavation?

A: The Contractor should plan on removing the entire system. If for safety reasons it is not feasible it will be considered at that time.

Q: Would sheet piling be considered in lieu of the proposed shoring system?

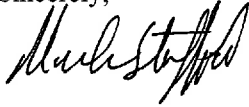
A: Sheet piling nor any other alternative will be considered.

Q: Is the fly ash material referred to in the contract considered hazardous waste?

A: The NC Department of Transportation has made no determination as to whether or not the fly ash material is hazardous or non-hazardous. Per the contract proposal, Fly Ash Material removed during construction shall be transported to a waste treatment and disposal facility that is fully approved and permitted by all applicable environmental regulatory agencies to receive, treat and/or dispose of the material. It shall be the Contractor's responsibility to locate such a facility. All material shall be contained appropriately during transport to the disposal facility. Departmental approval of the specific facility identified for use by the Contractor shall occur before removal of any material from the project limits.

These minutes as prepared and documented are hereby declared to be part of the contract document. As such they will be distributed as part of Addendum #2 and should be included in the bid packet.

Sincerely,



Mark Stafford, P.E.
Division Engineer

ms:gb