



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

January 24, 2013

To Prospective Bidders:

Subject: Addendum 1 for: Professional Paint Contractor to Paint Exterior of the Rest Area Service Building, Exterior of the Welcome Center Building, Exterior of the Vending Building and other structures such as Deck, Porch, Storage Building, Picnicking Facilities, and the East and Westbound Overlooks.

Contract No: 11212712
WBS Element: 36059.159
County: Madison
Location: I-26 East and West bound lanes, Mile Marker 6, Mars Hill, NC.

This letter is to advise all prospective bidders of the following contract addendum.

- The Pre-Bid minutes issued by the North Carolina Department of Transportation for the subject contract are considered a part of the contract bid document and shall be signed by an authorized agent of the company and returned with the bid proposal. Proposals submitted without the Pre-Bid minutes shall be considered irregular and will not be considered for award.

This addendum officially becomes a part of the contract bid document. If this office can provide additional information, please feel free to contact me at (828) 251-6171.

Sincerely,

A handwritten signature in black ink, appearing to read 'M.K. Calloway', with a long horizontal flourish extending to the right.

M.K. Calloway
Division Project Manager

Cc: Mr. J.J. Swain, Jr., P.E., Division Engineer
Mr. K.A. Wilson, P.E., Division Operations Engineer
Mr. Keith Hill, Division Roadside Engineer

Pre-Bid Minutes

- As of Jan. 1st of 2012, New Standard Specifications for Road and Structures will govern all new contracts. The contractor is has agreed to all terms in the Standard Specifications for Road and Structures when he or she signs this contract. The Pre-bid minutes posted on the Division 13 web page must be submitted with the bid packets and signed by the representative.

• Route(s): I-26

• County: Madison

• Opening of bid: Wednesday, February 6, 2013 at 2:00 PM. Please make sure to follow all instructions to bidders. All contracts must be received at the Division Office no later than 2:00 PM on the above mentioned date.

• Instructions to Bidders: Please read all instructions carefully. Any changes must be in ink and any change(s) to a bid item must be marked through the entry in ink and shall be initialed by the representative.

• Traffic control: The contractor must keep himself informed of all laws, ordinances and regulations. This includes all traffic control devices, which includes signage, cones and safety equipment. This shall be considered incidental to this contract unless stated as bid item.

• Notice after awarding of the contract to the bidder: The successful bidder has fourteen (14) business days after Notice of Award of the contract, to provide the North Carolina Department of Transportation with a Letter of Acceptance, Public Liability Insurance Statement, and Worker's Compensation Insurance and Property Damage Insurance Statement, a Traffic Control Plan for Pedestrian Traffic, and a Progress Schedule. The Contractor is to provide the North Carolina Department of Transportation with contact information. If any of these terms are not met within the allotted amount of time of fourteen (14) business days, the North Carolina Department of Transportation will have the right to reject the bid and select the next lowest responsible bidder or cancellation of this contract.

• Project Special Provisions General: The North Carolina Department of Transportation is seeking the services of a Professional Paint Contractor with five (5) years or more experience in painting outside structures (etc.) The Rest Area Facility will be open to the public during this work and the Contractor shall use all precautions necessary to ensure the safety of the public using the Rest Area Facility. The contractor shall notify the engineer at least one (1) week in advance of the day when work will begin. The contractor shall use personnel who are skilled in this type of work. The Engineer will have personnel available to approve work, materials, application, etc. The Contractor shall provide a **one (1) year installation warranty**.

- Contract Time and Liquidated Damages: Availability of this contract May 1, 2013. The completion date is May 31, 2013.

Liquidated Damages are eight hundred (\$800.00) dollars per day, and shall be levied against the Contractor beginning the day after the project is scheduled to be completed.

- Project Special Provisions Roadway: The work of painting shall consist of surface preparation, furnishing materials and labor for painting the Exterior of the Rest Area Service Building, Exterior of the Welcome Center Building and other structures such as Deck, Porch, Storage Building, Picnicking Facilities, and the East and Westbound Lane Overlooks etc., as outlined herein.

- a. The Contractor shall coordinate the painting work with NCDOT assigned inspector. No work will be allowed, except for special conditions, which must be approved by the Engineer on days as follows: Weekends (Saturday and Sunday) or Scheduled State Holidays
- b.) The Contractor shall be responsible for cleaning the site around the buildings of excess rubbish, paint cans, trash, and scrap materials as a result of the work at the end of each working day. Also included shall be the removal of ladders.
- c.) All surfaces are to be primed and shall be clean, dry and free of frost, mildew, moisture, and any loose paint as a result from scaling, blistering, etc.
- d.) The Contractor is to remove broken, loose caulking material and caulk or re-caulk construction joints and at all points on exterior, which are necessary for a proper waterproofing seal as specified herein. Cracks in wood columns are to be caulked.
- e.) The Contractor shall provide all necessary materials for complete painting as outlined herein to include but not limited to cleaning agents , brushes, rollers, caulking, drop cloths, paint, primers, ladders, scaffolding, wet paint signs, barricade material, roping/tape, and any other items as required for proper completion of this work.
- f.) If the Contractor damages or significantly injures any of the established plant material on this project the Contractor will be required to replace the plant at same size and height as the original species at his or her cost.
- g.) The Contractor may be held responsible for any damage he caused to NCDOT facilities.

•COMPENSATION:

- a.) The Contractor will be paid for all services rendered at one hundred (100%) percent upon completion of the work. The Contractor should receive payment within thirty (30) days after submission of the invoice and other required submittal data. The Contractor is requested to wait thirty (30) days after submission of invoice before contacting NCDOT Division 13 Business Office regarding payment. Reduction Schedule: This Contract is set up for full one-hundred percent (100%) payment provided all services are rendered as outlined herein. Furthermore, when the Contractor fails to provide any part of the complete service in accordance with the terms of the contract, adjustments will be made to the compensation on the invoice submitted for payment. The reduction will be calculated according to the Liquidated Damages. If invoices are not received, payment may be delayed.

PAYMENT:LUMP SUM

•Miscellaneous:

- a.) If unsafe working conditions exist due to rain, contractor will be asked to stop all operations of work for the day.
- b.) Any ground that is disturbed by the contractor during his operations will be required to be re-seeded and mulched.
- c.) Any sub-contracting of this contract shall be in accordance with Article 108-6 of the Standard Specifications. Any subletting shall be submitted on the proper forms and approved by the Engineer prior to work beginning.
- d.) No bond is required.
- e.) Bidders must be **pre-qualified** with NCDOT prior to bid opening to be considered for award of contract.
- f.) Successful Bidder must include liability insurance statement and worker's compensation statement (\$5,000,000). In accordance with the 2012 Standard Specification for Roads and Structures.
- g.) It shall be the responsibility of the bidder to check our website for any addenda prior to submitting their bids. Bids submitted without project addenda included will not be considered for award.

These pre-bid minutes shall be considered part of the contract. Therefore, a copy of these minutes shall be included in the contractor's bid package. Failure to include these minutes with the bid package shall result in the rejection of the bid.

Authorized Agent Signature

Date

Print Name
