



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

November 2, 2017

To: Prospective Bidders

**From: Lloyd G. Royall, Jr.
Division Contracts Engineer**

Contract ID#: D3POC0062

WBS Element: 3.101015, 3.201015, & 3.201025

- **Subject: Addendum #1**

Long Arm Mowing on Various Routes in Brunswick County

The Subject contract proposal contains the following addendum:

- 1- The Fuel Price Adjustment provision will be deleted from pages 16 and 17.
- 2- Please attach the addendum to the contract as it will have added special provisions.

Addendum must be signed and dated.

You MUST sign as your acknowledgement that you did in fact receive this addendum. Failure to do so shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

DocuSigned by:
Signature Lloyd G. Royall, Jr **Date** 11/3/2017
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GENERAL

This project is for the mowing of vegetation along State Highway System routes in Brunswick County. The furnishing of all equipment, tools, materials, transportation, and labor shall be incidental to the completion of the work.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation *2012 Standard Specifications for Roads and Structures*, the North Carolina Department of Transportation *2012 Roadway Standard Drawings*, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The contractor shall keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2012 Standard Specifications*.

STATE HIGHWAY SYSTEM

The State Interstate System shall include all portions of the State Highway System designated by Interstate Numbers. The State Primary System shall include all portions of the State Highway System which are designated by N.C. or U.S. numbers. The State Secondary Paved and Unpaved System shall include all of the State Highway System designated by SR numbers.

POLICY

It is the policy of NCDOT to maintain State Highway System roadsides in a pleasing and safe condition commensurate with the function and service rendered by individual highway segments.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

NOTE TO CONTRACTOR

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project. The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the *2012 Standard Specifications*.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *2012 Standard Specifications*. The Contractor's operations are restricted to daylight hours during the

project availability dates. No work may be performed on Saturdays, Sundays, and Legal State Holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

Performance Guarantee

For the initial term and any extensions, the NCDOT shall retain six (6) percent from the amount of each invoice as a performance guarantee. This amount will be refunded without interest pending the project site review by NCDOT at the end of each term. In the event of default, this amount may be used by NCDOT to obtain services from another source.

LITTER

Mowing operators shall avoid impacting collected bags of litter. The Contractor shall be responsible for gathering and removing any litter resulting from such an impact for no additional compensation in a manner determined by the Engineer.

PAYMENT

Payment to the Contractor will be made monthly. Terms shall be payable upon receipt of approved invoice. If the Contractor and the Engineer agree, payment may be made by cycle. However, fuel price adjustments to payment will be based on work performed in a calendar month.

SAFETY AND ACCIDENT PROTECTION

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. The Contractor shall take any other needed actions that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT

INSPECTION

All work shall be subject to inspection by the Engineer at any time. The Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of the proposed work plan, and to submit written reports of work accomplished on a weekly basis, unless otherwise directed.

BASIS OF ACCEPTANCE

It is intended that the work will be completed in a neat, workmanlike manner. Vegetation around mailboxes, structures, delineators, mailboxes, guardrail, and sign posts, shall be mowed to provide a neat appearance; however, the Contractor will not be required to perform hand trimming, notwithstanding any payable line items specifically requiring hand trimming.

METHOD OF MEASUREMENT

The quantity of Long Arm Mowing to be paid for will be the actual number of shoulder miles mowed. Highway mileage will be determined from NCDOT county maintenance maps; except in the case of dispute or obvious error, where actual mileage shall be measured.

It is understood that during the course of the contract, routes may be added to or deleted from the contract as routes are added to or deleted from the State Highway System, or for other extenuating circumstances. It will be the responsibility of the Contractor to mow or not mow such routes as directed by the Engineer. In the case of roads added to the System, actual mileage will be used for measurement. Bid prices and payments will be full compensation for all work, including but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, and tools, necessary for the prosecution and completion of the work. Payments will be made to the Contractor on a monthly basis for work accomplished and accepted.

OPERATION OF EQUIPMENT

The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the tractor wheels are to remain off the travel way during mowing operations. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

RESPONSIBILITY FOR DAMAGE CLAIMS

The contractor shall indemnify NCDOT and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performing of the contract.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection from their activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. Suitable precautions shall be taken to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables, and other overhead structures.

RIGHT OF THE CONTRACTOR TO FILE CLAIM

If a dispute arises over payment under the terms of this contract, the Contractor shall notify the Department in writing of intent to file a claim. Such notice shall be given in writing within 30 days of the end of the month in which the dispute arose.

If notice of intent has been given, the Contractor may submit a written claim for such amounts to which they deem themselves entitled. The claim shall be submitted in writing to the Division Engineer within 30 days of the end of the annual contract period.

If the Contractor fails to receive such settlement per their claim, they may submit a written and verified claim to the Chief Engineer. The written and verified claim shall be submitted within 60 days from the time the Contractor receives notice of findings from the Division Engineer.

Settlement of the claim shall be governed by N.C.G.S. § 136-29.

DEFAULT OF CONTRACT***DECLARATION OF DEFAULT***

The Department shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Material breach by the Contractor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen or equipment adequate to perform the work; unsatisfactory performance of the work, or failure to maintain satisfactory work progress.

SANCTIONS

In the event of a breach of the contract by the Contractor, the Department shall have the right, power and authority, in its sole discretion, without violating the contract or releasing the surety; to perform the work or any part thereof with Department personnel and equipment; to re-let the work upon such terms and conditions as the Department shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the Contractor under the contract without penalty or interest until the work is completed.

NOTICE

Before invoking any of the sanctions provided for herein, the Department, acting through the Engineer, will give the Contractor at least seven (7) days written notice with a copy to the surety, which will set forth the breach of contract involved and the sanctions to be imposed. The Department, in its discretion, may grant the Contractor time in excess of seven (7) days within which to comply with the contract terms and the time allowed will be set forth in writing. If the Department determines during such period that the Contractor is not proceeding satisfactorily to compliance, it may impose the sanction after 24 hours' notice to the Contractor. If the Department determines that the Contractor is not in compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the Contractor, in writing, with a copy to the surety of the sanctions imposed.

PAYMENT

After declaration of default, the Contractor will be entitled to receive payment for work satisfactorily completed, less any sums that may be due the Department from the Contractor. The Department, at its election, may retain the sum due the Contractor, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the Contractor upon declaration of default for work satisfactorily completed to the date that notice of default is received by the Contractor. Determination of the method of payment shall be in the sole discretion of the Engineer, who will advise the Contractor in writing of this determination with reference to the specific type of work or service to be performed.

If all costs and expenses incurred by the Department arising out of the breach and imposition of sanctions, together with the total cost to the Department of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the contract, the Contractor and the Surety shall be liable to the Department for such excess and shall pay such amount to the Department.

AUTHORITY OF ENGINEER

The Engineer will exercise the powers and discretion granted by contract conditions in carrying out the term of this article, and will have full power and authority to carry out any orders, directives, or resolutions issued by the Department in connection with a declaration of default. In the event that the Department fails to specify the sanctions to be imposed, the notice to be given, or the method of completing the work, the Engineer may impose such sanctions, give such notice, and select such methods of completing the work, as are authorized by this article, and such actions shall have the same effect and validity as if taken pursuant to an express order, directive, or resolution of the Department.

OBLIGATION OF CONTRACTOR AND SURETY

No term or terms of this article and no action taken pursuant hereto by NCDOT, its agents, or its employees will be construed to release or discharge the Contractor or the surety of the obligation set forth in the contract bonds, and the Contractor and the surety shall remain bound thereon unto the Department until the work set forth in the contract has been completed and accepted by the Department and all obligations of the Contractor and the surety arising under the contract and contract bond have been discharged.

BANKRUPTCY

Without regard to the notice provisions above, upon the filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act, the Department may, at its option, terminate the contract.