

# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR

J.R. "JOEY" HOPKINS SECRETARY

July 12, 2024

Addendum No. 1

**DD00410** RE:

**Wayne County** 

To Whom It May Concern:

Reference is made to the above-mentioned project. The following changes have been made:

- 1. The UbO Special Provision references the 2018 Standard Specification. Please replace the UbO-1 SP with the attached page in the proposal.
- 2. Due to a delay in entry, the Date of Availability Range needs to be pushed out. This will affect the Overall Contract Time and Intermediate Contract Time Number 1. Because of this change, the previous Notice to Contractor will not apply. Please replace pages G-1 and G-2 in the proposal with the attached pages.

This sheet and attachments shall be made a part of the plans and bid documents and shall be submitted with the bid. Bids submitted without the addenda and attachments will be considered non-responsive.

If there are any questions, please contact me at (252) 640-6433.

Sincerely,

-DocuSigned by: Vickie P. Gardner

-BD9FE36C1AA642B... 07/12/2024

Vickie P. Gardner

**Division Four Contract Engineer** 

Attachments

Location:

# PROJECT SPECIAL PROVISIONS Utilities by Others

| NCDOT Division 4 Utilities |  |  |
|----------------------------|--|--|
|                            |  |  |

#### **General:**

The following utility companies have facilities that will be in conflict with the construction of this project:

- A) AT&T NC Communications
- B) Fork Township Sanitary District (FTSD) Water lines
- C) Tri-County EMC Electric Distribution (NO CONFLICT)
- D) Spectrum CATV (NO CONFLICT)

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the 2024 Standard Specifications.

## **Utilities Requiring Adjustment:**

Utility relocations are shown on the Utilities by Others Plans.

- A) AT&T NC Communications
  - 1) Contact person for AT&T NC is Mr. Brandt Vickers at 919-758-6298.
- B) Fork Township Sanitary District (FTSD) Water lines
  - 1) Contact person for FTSD is Mr. Glen Kennedy at 919-922-0769.
- C) Tri-County EMC Electric Distribution (NO CONFLICT)
  - 1) Contact person for Tri-County EMC is Mr. Tony Grantham at 919-587-9600.
- D) Spectrum CATV (NO CONFLICT)
  - 1) Contact person for Spectrum is Mr. Chris Mingle at 919-903-0160.

6/25/24

#### PROJECT SPECIAL PROVISIONS

# **GENERAL**

#### **BOND REQUIREMENTS:**

(6-1-16)(Rev.1-16-24) 102-8, 102-10 SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *Standard Specifications for Roads* and *Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *Standard Specifications*.

**HAUL ROADS:** 

(7-16-24) 105 SP1 G04

Revise the *Standard Specifications* as follows:

Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31, add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

#### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

(12-20-16)(Rev. 5-16-23) 108 SP1 G08 B

The date of availability for this contract is the date the Contractor begins work but not before **October 28, 2024** or later than **December 30, 2024**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between NCDOT, 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 the date that is **Three Hundred Thirty (330)** consecutive calendar days after the date of availability.

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. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

## INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(12-18-07) (Rev. 2-21-12) 108 SPI G13 B

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 the date of availability of the contract.

The completion date for this intermediate contract time is the date which is **One Hundred Fifty** (150) consecutive calendar days after the date of availability.

The liquidated damages for this intermediate contract time are **Nine Hundred Dollars** (\$900.00) 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.