



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 19, 2020

Addendum No. 1

Contract No.: 11959795

WBS Element: 1.204627

*Ferry Operation And Custodial Service For The Parker's Ferry Over The Meherrin River,
Located in Hertford County*

To Whom It May Concern:

Reference is made to the proposal and plans previously furnished for this project.

The following revision has been made to the proposal and plans:

Page 7, "Contract Time & Liquidated Damages" has been revised to adjust the Date of Availability and Completion Date. Please replace the original Page 7, "Contract Time & Liquidated Damages" with the attached revised Page 7, "Contract Time & Liquidated Damages".

**Online CPR Certification Will Be Sufficient To Meet The CPR Requirements Listed In The Contract, Until Formal Training Is Available.*

We apologize for any inconvenience.

Sincerely,

DocuSigned by:

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C. E. Slachta
Division Proposals Engineer

Cc: S. D. Baker, PE
C. W. Bridgers Jr., PE
G. A. Byrum, PE
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CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability for this contract is September 1, 2020.

The completion date for this contract is August 31, 2021.

Upon mutual agreement by the Department and the Contractor, and upon notification, this contract may be extended for two (2) additional periods of one (1) year each (maximum three – (3) years total). The unit bid prices will be increased by three (3%) percent for each one-year extension. No changes in terms, conditions, etc. of this contract will be made when the extension to the contract is implemented. The Engineer will notify the Contractor in writing by June 15th, if the contract may be extended. The Engineer must receive a signed response from the Contractor within two calendar weeks of the date of the offer letter. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

If the term of the contract is extended, the date of availability for subsequent year(s) will be **September 1** and the completion date will be **August 31**.

No extensions will be authorized except as authorized by Article 108-10 of the *2018 Standard Specifications*.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

Contractor shall provide a ferry operator at the site at all times during staffing hours. **For every hour or portion thereof that a ferry operator is not on site at the ferry during staffing hours, the Contractor shall be assessed liquidated damages of Fifty dollars (\$50.00) per hour.** Liquidated damages will be deducted from the Contractor's monthly payment. The Contractor shall take immediate action to provide a ferry operator, or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

In the event the Contractor does not provide services as required during operating hours, unless directed to stop work by the Engineer or as outlined in the "FERRY OPERATOR'S GUIDE - Operational Schedule, ATTACHMENT C", **the Contractor shall be assessed liquidated damages of Fifty dollars (\$50.00) per hour for each hour or portion thereof that the Contractor fails to provide the required service.**

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