



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

August 3, 2023

WBS No: 10.106031A, Etc
County: Cabarrus, Mecklenburg & Union
Description: "As Needed" Contract for Emergency Clean Up Crew

Addendum No. 1
August 16, 2023 Letting

To: Prospective Bidders

Please note the following changes to the proposal for the above referenced project.

- The Counties listed within the Proposal was corrected from Cabarrus & Mecklenburg to Cabarrus, Mecklenburg & Union.
- In SPD 01-800A, the First paragraph second sentence was corrected from "Three Working Days" to "15 minutes".
- In SPD 01-800A, the First paragraph third sentence was corrected from "Three Working Days" to "15 minutes".
- In Emergency Clean Up Maintenance Crew SP, paragraph 6 was added.
- "Toll Facility Payment" provision was added.

The changes and attachments included with this addendum will become part of contract MJ00021.

Please sign the Addendum acknowledgement form on page 70 of the proposal and submit the form with your bid.

If you have any questions, please contact me at (704) 983-4400.

Sincerely,

DocuSigned by:
Jared S Mathis
8DD1CB4DB58F4FC...

Jared Mathis
Contracts Engineer

cc: File

WORK ORDER ASSIGNMENT (SINGLE AWARDS) FOR ID/IQ:

(2-15-22)(Rev. 4-19-22)

SPD 01-800A

Work orders will be assigned by the Engineer. The Contractor shall respond to the work order assignments with the anticipated start date, within 15 Minutes of notification unless noted otherwise. Failure to complete work in accordance with contract provisions and completion date may result in liquidated damages.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment Form (Form IDIQ-1SA), and the Contractor is required to formally respond in writing for federal work orders within three working days, unless noted otherwise. The Work Order Assignment Form will also be used for any state ID/IQ contract in which the estimated work order cost meets the threshold for Performance and Payment Bonds in accordance with the Bonding Requirements for ID/IQ provision found elsewhere in this contract. For state ID/IQ contracts in which the work order assignment doesn't meet the threshold for bonds, the Department has the option to use the Work Order Assignment Form or other methods for work order assignments as agreed upon by the Engineer and Contractor.

The Contractor shall be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the work until completion and final acceptance of the work order. Multiple failures of the Contractor to mobilize and begin work on the work order within the agreed upon time frame or failure to complete the work within the given time frame may result in the Contractor being excluded from future work on this contract in accordance with the *Standard Specifications*.

WORK ORDER ASSIGNMENT (MULTIPLE AWARDS) FOR ID/IQ:

(2-15-22)(Rev. 4-19-22)

SPD 01-800B

Work orders will be assigned based on the lowest work order cost for the line items and estimated quantities necessary to complete the work order. Unit prices from each awarded contractor's bid will be used to determine the lowest cost for each work order. The assigned Contractor shall respond to the work order assignment with the anticipated start date, within 15 Minutes of notification unless noted otherwise. Failure on the part of the Contractor to reply within the specified time frame may be received as a rejection of the work order. If the Contractor with the lowest work order cost cannot complete the work within the time specified in the assignment, the Engineer may contact the Contractor with the next lowest work order cost. If that Contractor can complete the work within the time specified in the assignment, then the work order will be assigned to that contractor. If not, assignment of work order will continue in order of work order cost until all awarded Contractors have had a chance to accept the terms of the assignment.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment form (Form IDIQ-1MA), and the Contractor is required to formally respond in writing for federal work orders within three working days, unless noted otherwise. The Work Order Assignment form will also be used for any state ID/IQ contract in which the estimated work

order cost meets the threshold for Performance and Payment Bonds in accordance with the Bonding Requirements for ID/IQ provision found elsewhere in this contract. For state ID/IQ contracts in which the work order assignment doesn't meet the threshold for bonds, the Department has the option to use the Work Order Assignment Form or other methods for work order assignments as agreed upon by the Engineer and Contractor.

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EMERGENCY CLEAN UP MAINTENANCE CREW:

The Contractor shall provide a crew to perform Maintenance Operations on state-maintained roadways in accordance with these specifications, and as directed by the Engineer. When notified, the Contractor, with a full complement of the required personnel and equipment, shall report to the appropriate location within **four hours**. Typical work items may include, but not be limited to roadway clean up.

The Engineer will identify the proposed work locations for the Contractor. NCDOT Personnel will monitor the Contractor's operations to ensure compliance with the NCDOT *Standard Specifications for Roads and Structures* and the *Roadway Standard Drawings*.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation. The Contractor shall take any other needed actions that are reasonably necessary to protect the life and health of its 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.

A Maintenance Crew shall consist of a minimum of two (2) workmen with sufficient abilities, skills, hand tools and equipment capable of performing the typical road maintenance activities described elsewhere. Contractor shall be required to provide all of the necessary tools and equipment to perform the work, including brooms, shovels and blowers to the jobsite.

The required minimum equipment will consist of the following:

EMERGENCY CLEAN UP MAINTENANCE CREW		
PERSONNEL	NO. OF PERSONS REQUIRED	DESCRIPTION
Laborer (Emergency Response)	2	All equipment to assist with roadway clean up during emergency response scenarios. <input type="checkbox"/> brooms, shovels, blowers

EQUIPMENT	NO. REQUIRED	DESCRIPTION
Crew Truck (Emergency Response)	1	Capable of transporting necessary hand tools and personnel

All Contractors' personnel must wear a reflective vest or outer garment meeting OSHA requirements at all times while on the project.

All Contractors' Trucks or Vehicles shall have emergency flashers and strobe lights installed on its designated crew truck or vehicle vehicle.

The Contractor shall furnish all equipment in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges by personnel, or incurred in the operation and maintenance of the equipment during the performance of this contract. These costs shall be considered to be incidental to the other contract bid items. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Crew will report to the work site as directed by the engineer. The work site could be located anywhere within Cabarrus and Mecklenburg jurisdiction. There will be **no payment for mobilization** of labor and equipment, as it will be **considered incidental** to the bid items of this contract. The hourly rate will be applied at the actual time the contractor is directed to and is onsite ready to perform work, and end at the completion of the days operations, excluding down time by the Contractor. When directed by the Engineer, the Contractor may be required to move to a different work site during the same workday. The hourly rate will apply while moving between work sites during that workday.

The Engineer or his duly authorized representative will maintain a time sheet. The Department's representative and the Contractor's supervisor shall review and agree on the recorded time on a daily basis. The contractor will be compensated for minimum of four hours per work order. If the four-hour minimum is exceeded, compensation will continue at contractor's hourly rate bid. Once the four-hour minimum is reached, all charges shall be determined to the nearest one-quarter (1/4) hour based upon the time the crew was in actual productive operation. The contractor will not be paid for downtime due to meals, equipment failure, unsatisfactory weather, nor any other conditions.

Payment will be made under:

Pay Item

Emergency Clean Up Crew

Pay Unit

HR

TOLL FACILITY PAYMENT:

The Contractor will be responsible for paying applicable tolls. The Department will not directly reimburse the Contractor for tolls paid during the performance of the work in this contract as the cost of same will be considered incidental to the work being paid for under those various item(s) that have been included.

Fee schedules and Toll Road information can be found at:
<https://www.ncdot.gov/divisions/turnpike/Pages/default.aspx>