



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

June 14, 2013

To Prospective Bidders:

Subject: Addendum 2 for: Paint Contractor to paint interiors of the Rest Area service building, Welcome Center building and the vending building. Repair/Replace drywall in Rest Area service building and the Welcome Center building lobby.

Contract No: 11259534  
WBS Element: 36059.159  
County: Madison  
Location: Rest Areas, 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.
- **NOTE: THIS IS ADDENDUM NO.2 AND WILL REPLACE ADDENDUM NO. 1. CHANGES ARE AS FOLLOWS; THERE WILL BE NO BID, PAYMENT OR PERFORMANCE BONDS REQUIRED FOR THIS PROJECT. THIS WORDING HAS BEEN REMOVED FROM THE MINUTES. THE PARAGRAPH TITLED "PROSECUTION OF WORK: (NOTE: NOT IN THE CONTACT)" WILL NOT APPLY TO THIS CONTRACT AND HAS BEEN REMOVED. THESE ARE THE ONLY CHANGES THAT HAVE BEEN MADE.**

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**

### **CONTRACT NUMBER 11259534**

### **WBS ELEMENT: 36059.159**

- As of Jan. 1st of 2012, the New Standard Specifications for Road and Structures will govern all new contracts. The contractor 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 Rest Area/Welcome Center

- County: Madison

- Opening of bid: Wednesday, June 19, 2013 at 2:00 PM. Please be 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 Contractor 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, Worker's Compensation Insurance and Property Damage Insurance Statement and Progress Schedule. The Contractor is to provide the North Carolina Department of Transportation with contact information such as name, address, phone number and an e-mail address. 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.

- Contract Time and Liquidated Damages: Availability of this contract July 15, 2013. The completion date is August 16, 2013. All Intermediate Contract Numbers are subject to Liquidated Damages of Eight Hundred (\$800.00) Dollars per day. Anytime Contractor leaves traffic control signage in place and not removed or stored improperly after hours of operation end shall have deductions of One Hundred (\$100.00) Dollars per incident during the duration of the Contract.

- Intermediate Contract Time Number 1 and Liquidated Damages: The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on I-26 during the following time restrictions: 5:00 pm to 8:00 am During special events or holiday weekends the Engineer will decide on the time tables for work that day or that week. Such as: New Year's Eve, Easter weekend, Memorial Day weekend, Independence Day or Independence Day weekend, Labor Day weekend, Thanksgiving Eve and Christmas Eve or Christmas weekend.

Liquidated Damages are Two hundred (\$200.00) Dollars per hour.

1. The prospective bidders are requested and encouraged to make their own investigation of the Rest Area Site to verify existing conditions and to review the proposed work locations/conditions, etc. prior to the pre-bid meeting.
2. It is understood and agreed that by submitting a quote that the Contractor has examined these contract documents and specifications and has visited the site of the work, and has satisfied themselves relative to the work to be performed.
3. 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.
4. The contractor shall notify the engineer at least one (1) week in advance of the day when work will begin, so arrangements can be made to have personnel available to make necessary inspections, approve installation, etc.
5. The contractor shall use personnel who are skilled in this type of work and familiar with the manufacturer's recommended methods of application and installation.
6. Within seven (7) days after award of the contract and before any work is begun, the Contractor shall submit sample charts for each color and type of paint to be used for approval by the Engineer.
7. The Engineer will have personnel available to approve work, materials, application, etc.
8. Cooperation between Contractors: The Department reserves the right at any time to contract or perform other or additional work on or near the work covered by the contract. Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which has been completed by others.
9. Use of Existing Utilities and Facilities: The Contractor will be permitted to use the existing electrical power and water for construction purposes. Sanitary facilities are also available within the rest area building; however these privileges will be rejected by the Engineer if facilities are abused.
10. Warranties: The Contractor shall furnish to the Engineer all normal Manufacture Warranties before final acceptance. In addition, the Contractor shall provide a One (1) Year Installation Warranty.

## WORK SCHEDULE

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  
The Contractor's normal work schedule shall be scheduled between 8:00 a.m. until 6:00 p.m  
Exceptions to these restrictions will be considered by the Engineer or his/her representative, when requested in writing by the contractor.

Work days are defined as a weekday in which North Carolina Department of Transportation is open for business.

NOTE: A NCDOT Inspector will be assigned to this project. The paint Contractor will not be allowed to proceed with the next painting phase without approval of the NCDOT Inspector.

#### DAILY CLEAN - UP OF FACILITY

The Contractor shall be responsible for cleaning the interior of 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. If the contractor uses scaffolding, such a structure will have to be disassembled and removed each day.

The Contractor is reminded that the Rest Area Facility is currently under a high level of janitorial and grounds maintenance. Care shall be taken at all times not to damage existing plantings and turf areas during this contract.

The Rest Area Sites shall be left clean of all spilled/spattered paint and incidental materials resulting from any phase of the work prior to final inspection and invoice.

#### SURFACE PREPARATION

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.

Where existing paint is scaling, blistering, etc., to the extent that bare wood will be exposed, the contractor shall wash, scrape, and remove all loose material and prime with oil base primer which is to contain a mildew resistance additive.

Where existing paint surfaces have mildewed/molded, the Contractor shall remove mildew/mold with a solution as approved by the Engineer or his/her representative.

Where existing paint surfaces have not scaled, blistered, or mildewed/molded, the Contractor shall clean the surface of dust or other foreign material prior to any painting.

Minor imperfections, nail holes in facial, siding, trim, soffits, walls, ceiling, etc., shall be filled with plaster/putty between first and second coats. Patch material shall be colored to match finished work. Finish all patchwork by sanding and leaving a smooth neat surface.

#### CAULKING

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.

Sealant/Caulking Compound: Use a latex/silicon caulking one part by DAP, Inc. with a minimum of a 25-year warranty. Provide DAP, DOW Corning or equal.

Where deep voids require a filler or backing use open-cell polyurethane joint filler.

Application: Joints and spaces to be caulked shall be clean, free from dust and shall be dry. Where caulking is to be painted, it shall be applied before final coat of paint is applied to adjacent work.

Apply compound with gun having size nozzle; use sufficient pressure to fill all voids and joints solid. Remove excess caulking and leave surfaces near smooth and clean. Upon completion, caulk shall have a smooth, even finish. All caulked joints shall be watertight.

## APPLICATIONS

General: Paint shall be applied by skilled workmen and shall be uniform in appearance, of approved color, smooth, and free from runs, sags, skips, or defective brushing. Edges of paint adjoining other materials or color shall be sharp and clean, without overlapping. Should workmanship of finish be defective, proper preparatory work shall be done and additional coats applied as necessary to give a finish in accordance with specifications and color samples.

- a. Covering shall be complete. When color, stain or undercoats show through the final coat, the work shall be covered by additional coats until the paint is of uniform appearance and coverage is complete.
- b. At completion, damaged or defaced finish shall be touched up, restored, and left in first class condition.
- c. Paint shall be allowed to dry hard between coats (minimum 1 day).
- d. Tints of succeeding coats shall be varied slightly to permit identification of the coats.
- e. Access doors and panels, registers, pipes, supports, hangers, pipe insulation, ducts, etc., shall be painted the same color as that of adjacent walls or ceilings.
- f. Field painting is not required on items specified to be completely finished at the factory (aluminum, brass, bronze, hardware, etc.).
- g. Prime-coated items of hardware shall be painted to match the surface to which they are attached.
- h. Hardware and accessories, fixtures, and similar items existing prior to painting shall be protected during painting, or removed prior to beginning and replaced after completion of painting.
- i. All floors, glass, toilet partitions, fixtures, etc., shall be protected from damage. Paints, stains and primers shall be removed completely without damaging their finish.
- j. When painting is complete all surplus materials, paint containers, scaffolding, rubbish shall be removed from the job site and disposed of by the Contractor

## MATERIALS

General: 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.

a. Paint and primers shall be a high quality product. The interior colors of the restroom building (Wall and Ceiling) are to be Sherwin Williams Off-White # SW 1095. The interior colors of the Welcome Center Building Lobby walls are to be Sherwin Williams PM400 LTX EG EXTRA SW 1151 Doric White. Ceiling is to be Sherwin William PM400 LTX FL EXTRA SW 1955 Gardenia White.

b. All materials shall be delivered to the job in the original unbroken containers with labels and tags intact, and where practicable used directly from these containers. Any necessary or required thinning of paint shall be done in compliance with the printed instructions of the paint manufacturer and only with the pre-approval of the Engineer.

c. Colors shall be as selected by the Engineer from samples furnished by the Contractor as outlined under general requirements. Final coats of paint to be applied, after approval by the Engineer of a selected test areas.

d. Where interior paint is used, temperatures of 50 degrees F. or more shall be maintained during application of paint & drying period. Rooms, storage area, etc., shall be kept adequately ventilated during painting and drying periods.

e. Interior painting and drywall repair shall be as follows:

Interior of Rest Area Building

Replace Gypsum drywall 2 feet up from tile and insert L metal bead above tile. Gypsum drywall is to be 5/8 inch thick and water resistant.

Gypsum Drywall Walls: Semi-Gloss    1 coat latex primer    2 coats latex (Restroom building lobby and storage rooms)

Nonabsorbant Walls: Semi-Gloss    1 coat latex primer    2 coats latex epoxy  
(Restroom interiors)

Gypsum Drywall Walls/Ceilings: Flat    1 coat latex primer    2 coats latex finish  
(Welcome Center Lobby)

Wood: Semi Gloss    1 coat latex primer    2 coats latex finish

Ferrous Metal: Semi Gloss    1 coat latex primer    2 coats latex finish

Stained wood: Varnish 1 coat varnish

Payment shall be made under.

Pay Item	Unit
Paint Interior .....	Lump Sum

**FINAL ACCEPTANCE**

Final acceptance on this project shall be made on August 16, 2013 or a mutually agreed upon date thereafter. Final acceptance shall be made only after all elements have been implemented satisfactorily and the overall appearance of the project is neat and clean.

These pre-bid minutes shall be considered part of the contract. 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

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Print Name \_\_\_\_\_

Date \_\_\_\_\_