



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

June 30, 2021

**ADDENDUM # 1**

To: Plan Holders

From: Joshua B. Deyton, P.E.  
Proposal Engineer



RE: **Revised Contract Availability and Completion provision and  
and to the ICT 1 provision**  
Contract ID: DN00127  
County: Henderson  
Letting Date: July 13, 2021

The above contract has experienced the following revisions:

- Contract Availability and Completion provision (see attachment)
- ICT 1 provision (see attachment)

These revisions do not change bid items or the associated quantities.

Please access ebsx addenda files on Bid Express®.

Thank you for your attention to this matter.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

(12-20-16) Rev. (07-13-21)

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SP1 G07 B

The date of availability for this contract is the date the Contractor begins work but not before **August 9, 2021** or later than **December 6, 2021**, 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 **One Hundred Eighty (180)** consecutive calendar days after completion of Intermediate Contract Time Number 1.

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. 07-13-21)

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SP1 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 Eighty (180)** consecutive calendar days after the date of availability.

The liquidated damages for this intermediate contract time are **Eight Hundred Fifty Dollars (\$ 850.00)** 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.