



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

November 5, 2013

ADDENDUM #1

To: Plan Holders

From: Wanda H. Austin, PE
Proposals Engineer

RE:
Contract ID: DN11309229
County: GRAHAM
Letting Date: November 26, 2013

The above proposal has been modified to clarify the mobilization and incentive pay. The special provisions affected are Contract Time, Fuel Price Adjustment, Motorgrader, Mobilization and Demobilization and Work Notification. The revised provisions are attached along with a revised bid sheet. Use these bid sheets when submitting a bid on November 26, 2013.

Please insert this letter into the addendum section of the proposal and sign the verification. Thank you for your attention to this matter.

CONTRACT TIME:

(7-1-95) (Rev. 12-18-07)

108

SPI G10 A

The date of availability for this contract is December 1, 2013.

The completion date for this contract is May 31, 2014.

FUEL PRICE ADJUSTMENT:

Delete entire special provision.

MOTORGRADER:

SPI

Equipment

The Contractor shall provide the following types of equipment:

A 140 hp motor grader with operators, equipped **with blades and tire chains**. The minimum blade length is 13 feet and the maximum blade length is 15 feet. A 14 foot blade is recommended.

Tire chains should be installed on motor graders at the job site and removed prior to dead heading equipment to any staging area.

All motor graders shall be equipped with a minimum of two outside blinking amber lights visible from both directions and one top of the cab mounted amber rotating light, visible from both directions. Communication devices shall be available in each piece of equipment so the operators can communicate with the Contractor's designated supervisor. All equipment shall also be equipped with reverse gear warning devices.

The Contractor shall arrange an equipment inspection prior to the first snow event. At the time of a snow event (notification), any equipment not meeting the requirements of the contract will not be allowed to be put into service and could be grounds to forfeit the contract.

Operation

The Contractor shall provide enough operators, per piece of equipment provided under this agreement, to operate 24 hours per day during a storm event. Operators are limited to a maximum 12-hour shift within a 24-hour period.

The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to: fuel, oil, snow plow blades, tire chains, equipment repairs, communication equipment, etc. The Contractor will be compensated for equipment operation and incidentals at the Equipment Operating Rate defined elsewhere in this contract.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire and Acts of God) arising out of, or relating to, work performed under this agreement. The Contractor is responsible for all tort claims or personal property damage incurred while the Contractor's equipment is in operations.

Equipment Operating Rate

The unit bid price per hour, for each piece of fully operated equipment provided under this contract, will be the Equipment Operating Rate paid to the Contractor. This operating rate shall be full compensation for labor, equipment, and incidentals necessary to complete the work. As stated in the Contract Time and Renewal provision of this contract, the Equipment Operating Rate will be increased 3% each renewal period. The Equipment Operating Rates during each year will be:

Year 1 (2013-2014)	Bid price
Year 2 (2014-2015)	3% of Year 1
Year 3 (2015-2016)	3% of Year 2

Payment for grader with operator provided in this contract shall be on an hourly basis. All charges shall be determined to the nearest one-quarter (1/4) hour based upon the time the equipment was in actual productive operation. The Contractor will not be paid for downtime due to meals, equipment failure, accidents, or other conditions.

Measurement and Payment

Motor Grader will be measured and paid at the contract unit price per each piece of equipment. Such price will be full compensation for but not limited to providing the motor grader, drivers, chains, blade and fuel. Costs associated with the maintenance and repair of the equipment and appurtenances shall be considered incidental to the operating costs of the equipment.

Payment will be made under:

Pay Item	Pay Unit
Motor Grader	Hour

MOBILIZATION AND DEMOBILIZATION:

SPI

There is no separate payment for mobilization or for demobilization, in this contract.

The equipment operating rate for motor grader per hour shall be considered full compensation for all costs to mobilize and demobilize the equipment provided under this contract. Mobilization shall include rigging the grader with the specified appurtenances and having the graders ready for operation at the designated Department facility. Demobilization shall include the cleanup of the motor graders and appurtenances at the conclusion of the current storm event and unrigging the specified appurtenances from the motor graders.

INCENTIVE PAYMENT:

SPI

The Contractor will be paid an incentive of Four Hundred Dollars (\$400.00) for delivery of equipment within five (5) hours of notification per piece of equipment per storm event. If the Contractor fails to provide the required number of operational motor graders at the specified time, the incentive payment shall be forfeited.

WORK NOTIFICATION

Once the timing of precipitation is forecasted, the Engineer may notify the Contractor a minimum of twelve (12) hours before equipment is needed for operation. If the equipment is not mobilized and ready for operation or standby by 7:00 AM the following day after notification, the Contractor will be subject to forfeiting the contract.

The Engineer will also notify the Contractor of the specific number of graders required and location to begin removal operations at that time. The number of graders required may change as weather conditions change.

Contract Line Items and Signature Sheets

NUMBER	SECTION	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	SP	INCENTIVE FOR TIMELY RESPONSE	1 EACH	\$ 400.00	\$ 400.00
2	SP	MOTOR GRADER	250 HOURS		

TOTAL BID FOR PROJECT:	
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Number of Motor Graders available for the contract: _____

Attach a current certificate of insurance to proposal before submitting bid.

CONTRACTOR _____ FEDERAL ID: _____

GENERAL CONTRACTOR'S LICENSE NUMBER _____

ADDRESS _____

PHONE _____

AUTHORIZED AGENT _____ TITLE _____

SIGNATURE _____ DATE _____