



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

October 29, 2013

CONTRACT: 11316041  
WBS ELEMENT: 2.101621, 2.201619  
COUNTY: Carteret  
ROUTES: Various  
DESCRIPTION: On-call Snow & Ice Removal  
**ADDENDUM NUMBER 1**

TO: Prospective Bidders

Please note the following revisions to the contract proposal for the above-referenced project.

- Replace Pages 19 and 22 with the revised versions attached.

If you should have any questions concerning this addendum, please call me at (252) 439-2807.

Sincerely,

A handwritten signature in cursive script that reads "A Bullard".

Aaron Bullard, PE  
Division Contract Officer

Attachment

cc: Mr. Preston Hunter, PE  
Mr. David Livingston

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

### **PAYMENT:**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

**NC Department of Transportation**  
**Attention: Mr. David Livingston**  
**139 Masontown Rd.**  
**Newport, NC 28570**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

A responsible fiscal officer of the payee firm who can attest to the date and amounts of the payments shall certify that the accounting is correct. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

Form DBE-IS must be included with all requests for payment in order for that request to be processed. Information included on this form shall reflect actual payments made to DBE/MBE/WBE firms. It is available for download at:

<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>.

### **COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS**

This contract is for storm-related recovery work. The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

## **PROJECT SPECIAL PROVISIONS**

### **ROADWAY**

#### **GENERAL:**

The Contractor shall furnish equipment in good operating condition and operated by properly trained and qualified personnel. The personnel operating the equipment shall be employees of the Contractor or approved Subcontractor and the Contractor shall be responsible for all operators during the performance of the contract. The personnel shall be subject to the directions of the Department of Transportation. The Department may refuse delivery or may reject any equipment found to be defective and/or inadequately operated.

The Contractor shall conform to the guidelines as set forth in the “Department of Transportation’s Snow and Ice Control Plans” regarding policies, operational practices, and use of designated chemical/abrasive storage sites, etc. Copies of this information will be provided upon request.

#### **EQUIPMENT REQUIREMENTS:**

The Contractor shall follow the following equipment requirements and specifications for the term of this contract:

A minimum of two (2) multi-axle dump trucks, with operators, equipped with 12.0-ft. snowplow, and 10.0 cubic yard (minimum truck capacity) material spreader.

Upon approval of the Engineer, the Contractor may provide additional units in accordance with the terms and conditions of this contract.

All snowplows provided under this agreement shall be hydraulic powered, reversible, hydraulic angling, moldboard-type plows, with a dual trip spring assembly, which will automatically return the plow to the normal plowing position. The trip spring assembly is intended to reduce the potential for damage to the plowing equipment resulting from collision with roadway structures, such as, but not limited to, manholes and valve boxes. The Department will not be responsible for damage to the Contractor’s equipment resulting from collisions with such structures.

All material spreaders provided under this agreement shall be truck engine driven, hydraulic pump powered, in-body style spreaders with a calibrated, adjustable, locking feed gate which controls the amount of material being discharged.

A copy of the DOT specifications for snowplows and material spreaders will be made available to the Contractor upon request.

The snowplows and material spreaders will be inspected and approved by the Engineer during the scheduled dry run(s). The Engineer will also periodically inspect all equipment provided. If, at any time, the Engineer finds that the equipment is not satisfactory, or has not been maintained