



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

November 4, 2010

Addendum No. 1

RE: Contract ID C202440
WBS # 34483.3.1.
F. A. # CMNHS-0421(51)
Guilford County (R-2612A)
US-421 At SR-3389 (Woody Mill Road) South of Greensboro

November 16, 2010 Letting

To Whom It May Concern:

Reference is made to the Cross-Section plans and the proposal furnished to you on this project.

The following revision has been made to the Proposal:

On Page No. 21 the project special provision entitled "Outsourcing Outside the USA" has been removed. Please void Page No. 21 in your proposal and staple the revised Page No. 21 thereto.

The first page of the Table of Contents has been revised to reflect the above noted change. Please void the Table of Contents page in your proposal and staple the revised page thereto.

The following revision has been made to the Cross-Section plans:

On Cross-Section Summary Sheet Nos. X-1B and X-1C missing stations for Line -Y- and Line -Dr4- have been added. Please void Sheet Nos. X-1B and X-1C in your plans and staple the revised Sheet Nos. X-1B and X-1C thereto.

Sincerely,

R. A. Garris, PE
Contract Officer

RAG/jag
Attachments

- | | | |
|-----|-----------------------|------------------------|
| cc: | Mr. Jon Nance, PE | Mr. R.E. Davenport, PE |
| | Mr. Ron Hancock, PE | Ms. Natalie Roskam, PE |
| | Mr. J. M. Mills, PE | Mr. Larry Strickland |
| | Ms. D. M. Barbour, PE | Ms. Penny Higgins |
| | Mr. Art McMillan, PE | Ms. Jaci Kincaid |
| | Mr. J. V. Barbour, PE | Mr. Ronnie Higgins |
| | Mr. Jay Bennett, PE | Ms. Lori Strickland |
| | Project File (2) | |

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS AND DEVELOPMENT UNIT
1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

TELEPHONE: 919-250-4128
FAX: 919-250-4119
WEBSITE: www.NCDOT.ORG

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-2
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27610

- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

(12-19-06)(Rev 3-16-10)

SP1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-60, 107-2 Assignment of Claims Void, replace the reference from *G.S. 143-3.3* to *G.S. 143B-426.40A*.

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

TABLE OF CONTENTS

COVER SHEET
PROPOSAL SHEETS

<u>PROJECT SPECIAL PROVISIONS</u> (WHITE SHEETS)	<i>PAGE No.</i>
Contract Time and Liquidated Damages.....	1
Intermediate Contract Time (s).....	1-4
Major Contract Items.....	4
Specialty Items.....	4
Fuel Price Adjustment.....	4-5
Schedule of Estimated Completion Progress.....	5
Revision to FHWA 1273 Concerning Personal Information on Payroll Submissions	5
Disadvantaged Business Enterprises.....	6-16
Progress Schedule.....	16-17
Liability Insurance.....	17-18
Certification for Federal-Aid Contracts.....	18-19
Contractor Licenses Requirements.....	19
U. S. Department of Transportation Hotline.....	19
Subsurface Information.....	19
Portable Concrete Barrier (Partial Payments for Materials).....	19
Maintenance of the Project.....	20
Contractor Claim Submittal Form.....	20
Twelve Month Guarantee.....	20-21
Legal Relations and Responsibility to Public.....	21
Gifts from Vendors and Contractors.....	22
Erosion & Sediment Control / Storm Water Certification.....	22-27
Procedure for Monitoring Borrow Pit Discharge.....	28-29
Roadway.....	30-102
Traffic Control.....	103
Utility Construction.....	104
Utilities By Others.....	105-106
Erosion Control.....	107-134
Signals and Intelligent Transportation Systems.....	135-160
Project Special Provisions Structure / Culverts.....	161-240

PERMITS (PINK SHEETS)..... 241-291

STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

Availability of Funds – Termination of Contracts.....	1
General Seed Specification for Seed Quality.....	2-4
Errata.....	5-8
Plant and Pest Quarantines.....	9
Award of Contract.....	10