

**Bid Addendum No. 1**  
**January 17, 2020**

*Subject: Village of Cary  
Downtown Streets & Parking Lot Resurfacing Program  
Section No.: 20-00000-02-GM  
January 23, 2020 Letting*

*To Prospective Bidders:*

The contract documents for the above referenced project are hereby amended as set forth below. The information contained within this Addendum No. 1 shall be treated as if it was originally contained within the contract documents.

**Modifications to the General Notes:**

Proposed project location areas have been added to the Reduction in the Scope of Work general note.

**Replace the General Notes Page 2 provided in the original bid package with this enclosed General Notes Page 2:**

No Proposal shall be considered responsive nor shall any Proposal be considered unless the appropriate space for acknowledgement of the addendum is completed in the original bid package and unless the Proposal is accompanied by a signed and attested copy of this Addendum No. 1. The signed and attested copy of Addendum No. 1 shall be attached to the Proposal.

The undersigned agrees to be bound by the modifications made within this Addendum No. 1, and hereby waives any and all claims based upon the additional or modified information contained herein.

**Acknowledgement of Addendum No. 1**

Date:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Attest:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

or days of the week work will be done. Immediately following each stage of work on each street, the Contractor shall remove the signs and reinstall them as needed.

#### **FRESH OIL SIGNS**

The Contractor shall be responsible for posting 'FRESH OIL' signs (48" X 48" minimum) as needed for the project. The Contractor shall install and maintain temporary signs in the parkway twenty-four (24) hours prior to placing prime coat on each street. The signs shall read "FRESH OIL, TRAVEL AT YOUR OWN RISK". The Contractor shall remove the signs and reinstall them as needed.

#### **ROAD CONSTRUCTION AHEAD SIGNS**

The Contractor shall be responsible for posting 'ROAD CONSTRUCTION AHEAD' signs (48" X 48" minimum) as needed for the project. The Contractor shall install and maintain temporary signs in the parkway seventy-two (72) hours prior to beginning work in a particular area or subdivision. The Contractor shall remove the signs and reinstall them as needed.

If construction and maintenance sign installation is not completed as specified above or as requested by the Engineer or the Village, liquidated damages in the amount of \$500.00 per day will be assessed.

### **REDUCTION IN THE SCOPE OF WORK**

The Project Summary is a listing of work to be completed. However, due to budgetary constraints the awarding authority reserves the right to reduce the scope of work to be completed under the contract in accordance with Article 104.02 of the Standard Specifications. No allowance will be made for delay or anticipated profits as the result of a decrease in the quantities of work to be performed or the reduction in asphalt thickness up to a half inch (1/2").

In the event the scope of work is reduced due to budgetary constraints, Parking Lot 1, Parking Lot 2, the West Main Street sidewalk improvements, Jandus Road, Spring Street and High Road will be most likely considered for removal from the contract.

### **APPLICATION FOR PAYMENT**

Application for payment to the Contractor shall be in accordance with the Standard Specifications and these Special Provisions. The Contractor will prepare invoices not more than once monthly.

The Contractor shall procure from each subcontractor and supplier of material or labor a waiver of any claim which they may have under the mechanics lien laws of the state in which the work is located, to insure the Village immunity from mechanics liens on subcontractors in carrying out the contract and any work orders for additions thereto, all as a condition of any payment by the Village. Any payments made by the Village without requiring compliance with this paragraph shall not be construed as a Waiver by the Village of the right to require compliance with this paragraph as a condition to later payments.

The Contractor shall submit Partial Waivers of Lien from all subcontractors and suppliers with each partial payment estimate and Contractor's Affidavit for subcontractors and suppliers with second payment request for the previous payment estimates and then with all subsequent payment estimates. The Contractor shall furnish with his final application for payment a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.

### **CONSTRUCTION SEQUENCE/STAGING**

Construction operations shall be conducted in a manner such that streets will be open to traffic at all times, and access to abutting property shall be maintained.