

June 13, 2011

To: Contractors Holding **Logan Parking Lot** Bid Packages.

Subject: **ADDENDUM No. 1**

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Please confirm the receipt of this ADDENDUM No. 1 and note the following changes/corrections:

**#1 – Logan Parking Lot  
Solicitation of Quotes  
Paragraph 1, 5<sup>th</sup> Line**

**Was:** The Conference will be held on-site at **9:30 AM on June 21, 2011.**

**Changed To:** The Conference will be held on-site at **9:30 AM on June 27, 2011.**

**#2 – Logan Parking Lot  
GENERAL CONDITIONS AND QUOTE FORM  
EXHIBIT “A”  
Page 9**

**Was:** Quotes are to be submitted to the following address on or before **June 28, 2011:**  
Attendance at the Pre-Quote Conference on **June 21<sup>st</sup>, 2011** is required to submit a Quote!

**Changed To:** Quotes are to be submitted to the following address on or before **June 30, 2011:**  
Attendance at the Pre-Quote Conference on **June 27<sup>th</sup>, 2011** is required to submit a Quote!

**#3 – Logan Parking Lot  
SPECIAL CONDITIONS  
EXHIBIT “B”  
Page 1, Paragraph 1**

**Was:** A qualifying Pre-Quote Conference (walk through of the proposed project) will be held on **June 27, 2011 on site at 9:30 AM.** Attendance will be required to submit a quote for this work.



Changed To: A qualifying Pre-Quote Conference (walk through of the proposed project) will be held on **June 27, 2011 on site at 9:30 AM.** Attendance will be required to submit a quote for this work.

Sincerely,

CITY OF CONCORD

J. K. Wilson, III, P.E.  
Transportation Director

JKW/plg

cc: Contract File – Street Preservation Contract No. **STR11 SPRING**



June 8, 2011

To: Interested Contractors

SUBJECT: Logan Parking Lot  
Solicitation of Quotes

The City of Concord Transportation Department is soliciting quotes from interested Contractors for constructing a parking lot at the Parks and Recreation Department's Logan Multi-Purpose Center. There will be a Pre-Quoting Conference for the purpose of taking questions and providing additional information with regards to this project. In order to qualify to submit a quote, attendance is required. The Conference will be held on-site at **9:30 AM on June 27, 2011**. (See the attached Map for directions).

If interested, please attend the Conference and thereafter provide us with your signed quote in a sealed envelope to this office on or before the date specified on the Quoting Form. Quoting documents are available at no charge by contacting the Transportation Department. Thank you for your consideration and if you have any questions with this solicitation, please call us at 704-920-5362, 5363 or 5338.

Sincerely,

CITY OF CONCORD

(signed) *J. K. Wilson, III*

J. K. Wilson, III, P.E.,  
Transportation Director

JKW/lmp

Attachment and Quoting Documents Enclosed

cc: Project File: Logan Parking Lot  
Bob Dowless, Parks and Recreation  
Sid Talbert, Purchasing  
Dana Hood, Finance MDDBE Program

- 17) Subletting of Contract: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or his right, title or interest therein, without written consent of the City. Subletting of this contract or any portion of the contract shall conform to the provisions of these General Conditions and the Standard Specifications Division 1 - Section 108-6.
- 18) Notices to Proceed: The Contractor shall be ready to perform work operations and stand on emergency call as soon as possible after the issuance of a City Purchase Order Number / Notice to Proceed, but in no event delay the onset of work operations later than one (1) month of delivery of said City Purchase Order Number / Notice to Proceed.
- 19) Litigation Venue: Any controversy or litigation arising out of this contract shall be resolved in the courts of Cabarrus County, North Carolina and as further stated in **Sec. 15.** of the **CONSTRUCTION CONTRACT FOR LOGAN PARKING LOT**. This contract shall be subject to the laws of the State of North Carolina and with respect to this Part 16), time is of the essence.
- 20) Submission and Rejection of Quotes: No Quoter may submit more than one quote. Multiple quotes under different names will not be accepted from one firm or association. A conditional quote will not be accepted. Oral, telephone, facsimile, or telegraph quotes will not be accepted. The Quote Form must be filled out and submitted in the bound documents. All quotes will remain subject to acceptance for the number of days set forth in the Quote Form. The City of Concord reserves the right to reject any or all quotes.
- 21) Liquidated Damages: The City and Contractor recognize that time is of the essence of this contract and that the City will suffer financial loss if the work is not completed within the contract specified time, plus any extensions thereof allowed in accordance with Part 16) of these General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City \$ 200.00 for each calendar day that expires after the contract specified time until the remaining / outstanding work (punchlist) is performed by the Contractor and until such time as punchlist completion and readiness for final payment is made.

In case of joint responsibility for delay in the completion of the work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one Contractor will be based upon the individual responsibility of that Contractor for the delay as determined by, and in the judgment of, the Director.

The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this contract within the specified time of the contract.

**Quotes are to be submitted to the following address on or before June 30, 2011:**

Attendance at the Pre-Quote Conference on June 27<sup>th</sup>, 2011 is required to submit a Quote!

**J. K. Wilson, III, P.E., Transportation Director  
City of Concord  
850 Warren C. Coleman Blvd. / P.O. Box 308  
Concord, NC 28026-0308**



**TRANSPORTATION DEPARTMENT  
EXHIBIT "B"**

**SPECIAL CONDITIONS  
LOGAN PARKING LOT**

**SC-1. – Project Location**

Location of the work shall be that as indicated on the project's concept plan for the Logan Parking Lot at the Logan Multi-Purpose Center, 151 Rone Ave., SW.

**SC-2. – Pre-Quote Conference and Questions by Quoters**

A qualifying Pre-Quote Conference (walk through of the proposed project) will be held on **June 27, 2011 on site at 9:30 AM.** Attendance will be required to submit a quote for this work. All questions about the meaning or intent of the Quoting Documents and the contract documents shall be submitted to the Director at 704-920-5362 for consideration. Any interpretations or clarifications considered necessary by the Director in response to such questions will be issued by Addenda mailed, Faxed or delivered to all parties recorded by the Transportation Department as having received the Quoting Documents package. Questions received less than 3 business days prior to the date for receiving the quotes may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**SPC-3. – General Instructions**

- Quotes may be modified or withdrawn by an appropriate document duly executed and delivered to the place where quotes are to be submitted at any time prior to the opening of the quotes. If, within 24 hours after quotes are opened, and a Quoter files a duly signed, written notice with the City and promptly thereafter demonstrated to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its quote, that Quoter may withdraw its quote. Thereafter, that Quoter will be disqualified from further quoting on the work to be provided under the contract documents.
- The Quote Form furnished by the City shall be used and shall not be altered in any manner. Do not separate the Quote Form from the Quoting Document packet.
- All entries on the Quote Form, including signatures, shall be written in ink.
- The Quoter shall submit a unit price for every item on the Quote Form. The amount quoted for each item shall be determined by multiplying each unit quoted by the quantity for that item.
- The total amount quoted shall be written in the proper place on the Quote Form. The total amount shall be determined by adding the amounts quoted for each item.
- Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Quoter shall initial the change in ink.
- The Quote Form shall be properly executed. All quotes shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting the quote.
  - b. Name of individual or representative submitting the quote and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number