



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

August 16, 2007

Addendum No. 1

RE: Contract ID: C201642
WBS # 35021.1.8
Durham County (U-4410DB)
SR 2957 (Hopson Road) from NC 55
to Louis Stephens Drive in RTP

August 21, 2007 Letting

To Whom It May Concern:

Reference is made to the plans and proposal form recently furnished to you on this project.

The following revisions have been made to the proposal:

On Page No. 1, the date of availability and the completion date have been changed within the project special provision entitled "Contract Time and Liquidated Damages". Please void Page No. 1 in your proposal and staple the revised Page No. 1 thereto.

On Page No. 3, the project special provision entitled "Major Contract Items" has been revised to delete "Borrow Excavation". Please void Page No. 3 in your proposal and staple the revised Page No. 3 thereto.

Page No. 72 has been revised to add the project special provision entitled "Temporary Railroad Grade Crossings". Please void Page No. 72 in your proposal and staple the revised Page No. 72 thereto.

On Page No. 108, Section No. 2 of the project special provision entitled "Insurance Special Provisions" has been revised. Please void Page No. 108 in your proposal and staple the revised Page No. 108 thereto.

On Page No. 1 of the item sheets, the following line item "6-0106000000-E-230 Borrow Excavation" has been deleted.

On Page No. 8 of the item sheets, the following new line item is hereby added:
"136-1231000000-E-560 Shoulder Borrow" (Quantity = 1,500 CY). The Contractor's bid price shall include this new pay item. The contract will be prepared accordingly.

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
PROJECT SERVICES UNIT
1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

TELEPHONE: 919-250-4128
FAX: 919-250-4119

WEBSITE: WWW.DOH.DOT.STATE.NC.US

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

Addendum No. 1 (Contract ID: C201642)

August 16, 2007

Page 2

The following revisions have been made to the plans:

Sheet No. 3 has been revised to add "Shoulder Borrow" and delete "Borrow Excavation" in accordance with the above mentioned changes. Please void Sheet No. 3 in your plans and staple the revised Sheet No. 3 thereto.

Sheet No. 3-C has been revised. The Summary of Earthwork has been revised to reflect the above mentioned changes. Please void Sheet No. 3-C in your plans and staple the revised Sheet No. 3-C thereto.

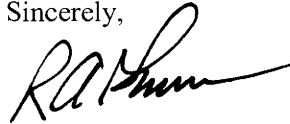
Reference is made to the subsurface investigation recently made available to you on this project.

The following revision has been made to the Subsurface Investigation:

On Sheet 3, the Summary of Earthwork has been revised to change the quantity of Shoulder Borrow. Please void Sheet 3 in your subsurface investigation and staple the revised Sheet 3 thereto.

The Expedite file has been updated to reflect these revisions. Please download the Expedite addendum file and follow the instructions for applying the addendum. Bid Express will not accept your bid unless the addendum has been applied.

Sincerely,



R. A. Garris, PE
Contract Officer

RAG/jr/blj

Attachments

cc: Mr. W. S. Varnedoe, PE
Mr. E. C. Powell, PE
Mr. J. W. Bowman, PE
Ms. D. M. Barbour, PE
Mr. Art McMillan, PE
Mr. J. V. Barbour, PE
Mr. Jay Bennett, PE (Attn.: Mr. Chris Haire, PE)
Mr. Mark Staley, PE (2)
Mr. Robert Memory
Mr. R. E. Davenport, Jr., PE
Ms. Norma Smith
Mr. Ronnie Higgins
Ms. Taylor Mishoe
Ms. Marsha Sample
Project File (2)

PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-20-99) (Rev.7-18-06)

SP1 G04

The date of availability for this contract is **November 1, 2007** except that the Contractor shall not begin the work of boring and jacking the 48" Welded Steel pipe under the Railroad prior to **December 1, 2007** without prior approval of the Engineer.

The completion date for this contract is **October 1, 2008**.

When observation periods are required by the contract, they are not a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Eight Hundred Dollars (\$ 800.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to a 4-lane, 2-way traffic pattern. The Contractor shall not close or narrow a lane of traffic on **NC 55 (-Y-) and Louis Stephens Drive (-L-)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday
from 6:00 A.M. to 9:00 A.M.
and
from 4:00 P.M. to 7:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **NC 55 (-Y-) and Louis Stephens Drive (-L-)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.

The Contractor shall not close **NC 55 (-Y-) and Louis Stephens Drive (-L-)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Sunday thru Saturday (everyday)
from 4:00 A.M. to 11:00 P.M.**

The maximum allowable time **for the road closure is 15 minutes** for **NC 55 (-Y-) and Louis Stephens Drive (-L-)**. The Contractor shall reopen the travel lanes to traffic until the existing traffic queue is depleted.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the road closures according to the time restrictions stated above.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated above and restore traffic to a **4-lane, 2-way** traffic pattern.

The liquidated damages are **One Hundred and Twenty-Five Dollars (\$125.00)** per **15-minute** time period.

MAJOR CONTRACT ITEMS:

(2-19-02)

SP1 G28

The following listed items are the major contract items for this contract (See Articles 101 and 104-5 of the *2006 Standard Specifications*):

Line #	Description
4	Unclassified Excavation
27	Asphalt Concrete Intermediate Course, Type I19.0B
28	Asphalt Concrete Surface Course, Type S9.5B

SPECIALTY ITEMS:

(7-1-95)

SP1 G37

Items listed below will be the specialty items for this contract (See Article 108-6 of the *2006 Standard Specifications*).

Line #	Description
48 thru 54	Guardrail
59 thru 65 and 89 thru 90	Signing

The price and payment will be full compensation for all items required to provide the soil nail retaining walls including but not limited to those items contained in this special provision.

Payment will be made under:

Pay Item	Pay Unit
Soil Nail Retaining Wall	Square Foot

TEMPORARY RAILROAD GRADE CROSSINGS:

The Department of Transportation has made arrangements for a Temporary Grade Crossing. The Temporary Grade Crossing will be in the same location as the proposed permanent grade crossing. The Contractor will need to have a railroad flagman on site during any use of the crossing and the crossing must be physically barricaded at each approach during such times that it is not required for use. The Railroad Crossing will be constructed and removed by CSX Railroad. When all drainage and approach work is completed, the contractor shall provide CSX Railroad a thirty-day notice and request cooperation in determining an installation schedule of said crossing as to not adversely affect project timelines. Contact information is Mr. J. D. Kirkland, 100 Center Street Apex, N.C. 27502, Office (919) 362-9402 Cell (843) 250-0264. The Contractor shall construct the road and approaches such that it does not interrupt existing drainage patterns and to the satisfaction of the Railroad. Flagman must be on site for construction and removal of the crossing. Where applicable, the Contractor shall restore the property including any drainage ditches. The Contractor's attention is called to the fact that he will not be required to bear the cost of the flagging services required by the Railroad Company or provide any additional railroad insurance except that required by the Insurance Special Provision.

108**2. RAILROAD PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall furnish **to the Department** an original and one duplicate of the Railroad Protective Liability Insurance Policy to protect CSXT in connection with operations to be performed on or adjacent to CSXT right of way. The specifications for proper evidence of insurance are as follows:

- a) The Insurer must be financially stable and rated A- or better in A. M. Best Insurance Reports.
- b) The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
- c) Named Insured and Address:

**CSX Transportation, Inc.
Risk Management (C- 907)
500 Water Street
Jacksonville, FL 32202**

- d) **Limits of Liability: \$5,000,000 per occurrence, \$10,000,000 annual aggregate required.**
- e) Name and Address of Contractor must be shown on the Declarations page.
- f) Name and Address of the Project Sponsor must be shown on the Declarations page.

Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.

The Description and Designation shall read: All construction on railroad right of way between Milepost 9.8 and 10.3, Hopson Road Connector and removal of Alston Avenue crossing, Project 35021.2.1, in Durham County, NC.

Authorized endorsements:

A. Must

- 1) **Pollution Exclusion Amendment - CG 28 31**
(Not required with CG 00 35 01 96 and newer versions)
- 2) **Delete Common Policy Conditions** – Section E. Premiums

B. Acceptable

- 1) Broad Form Nuclear Exclusion - IL 00 21
- 2) 30-day Advance Notice of Non-renewal
- 3) Required State Cancellation Endorsement
- 4) Quick Reference or Index - CL/IL 240