



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

October 5, 2012

Addendum No. 1

RE: Contract ID C202826

WBS # 36492.3.4

F. A. # STP-0210(23)

Cumberland County (U-4444AB, U-4444B)

NC-210 (Murchison Road) From North Of Honeycutt Road to Butner Road

October 16, 2012 Letting

To Whom It May Concern:

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

The following revision has been made to the proposal:

The Table of Contents has been revised to reflect the below noted provision addition. Please void the Table of Contents in your proposal and staple the revised Table of Contents thereto.

On Page No. 37 the project special provision entitled "Note To Contractor (Median Barrier Removal) has been added. Please void Page No. 37 in your proposal and staple the revised Page No. 37 thereto.

On Page No. 169 a revision was made under "III. Products A. #3". Please void Page No. 169 in your proposal and staple the revised Page No. 169 thereto.

On Page No. 170 a revision was made to the second sentence of the first paragraph under "VI. Interference With Railroad Traffic". Please void Page No. 170 in your proposal and staple the revised Page No. 170 thereto.

On Page No. 172 Section XIV "Insurance" has been revised. Please void Page No. 172 in your proposal and staple New Page Nos. 171-A and 171-B and revised Page No. 172 thereto.

On Page Nos. 186 and 187 Section III "Insurance" has been deleted. Please void Page Nos. 186 and 187 in your proposal and staple the revised Page Nos. 186 and 187 thereto.

MAILING ADDRESS:

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

TELEPHONE: 919-707-6900

FAX: 919-250-4119

WEBSITE: www.NCDOT.ORG

LOCATION:

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

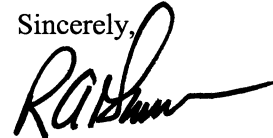
On Page No.20 of the new item sheets the following pay item has been added:

| <u>Item</u> | <u>Description</u> | <u>Old Quantity</u> | <u>New Quantity</u> |
|--------------------|---|---------------------|---------------------|
| 369-024800000-N-SP | Removal and Disposal of Existing Median Barrier | NEW ITEM | LUMP SUM |

The Contractor's bid must include this new pay item. The contract will be prepared accordingly.

The Expedite File has been updated to reflect this revision. 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/jag
Attachment

cc: Mr. Ron Hancock, PE
Mr. G. W. Burns, PE
Ms. D. M. Barbour, PE
Mr. J. V. Barbour, PE
Mr. Jay Bennett, PE
Mr. R.E. Davenport, PE
Ms. Lori Strickland
Project File (2)

Mr. Ray Arnold, PE
Ms. Natalie Roskam, PE
Ms. Penny Higgins
Ms. Jaci Kincaid
Mr. Ronnie Higgins
Mr. Larry Strickland
Ms. Marsha Sample

TABLE OF CONTENTS

COVER SHEET

PROPOSAL SHEET

PROJECT SPECIAL PROVISIONS

CONTRACT TIME AND LIQUIDATED DAMAGES:..... 1

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:..... 1

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:..... 2

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:..... 3

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:..... 4

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:..... 5

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:..... 6

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:..... 6

PERMANENT VEGETATION ESTABLISHMENT:..... 6

DELAY IN RIGHT OF ENTRY: 7

MAJOR CONTRACT ITEMS: 8

SPECIALTY ITEMS: 8

FUEL PRICE ADJUSTMENT: 9

SCHEDULE OF ESTIMATED COMPLETION PROGRESS: 9

DISADVANTAGED BUSINESS ENTERPRISE:..... 10

CERTIFICATION FOR FEDERAL-AID CONTRACTS:..... 23

CONTRACTOR'S LICENSE REQUIREMENTS: 23

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:..... 23

SUBSURFACE INFORMATION:..... 24

LOCATING EXISTING UNDERGROUND UTILITIES: 24

PORTABLE CONCRETE BARRIER - (Partial Payments for Materials): 24

MAINTENANCE OF THE PROJECT:..... 24

COOPERATION BETWEEN CONTRACTORS: 25

BID DOCUMENTATION:..... 25

TWELVE MONTH GUARANTEE: 28

GIFTS FROM VENDORS AND CONTRACTORS: 29

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: 30

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE: 35

EMPLOYMENT:..... 37

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE: 37

NOTE TO CONTRACTOR (Fort Bragg Security Fence):..... 37

NOTE TO CONTRACTOR (Median Barrier Removal): 37

ROADWAY 38

GEOENVIRONMENTAL 69

SIGNING 70

TRAFFIC CONTROL 82

LIGHTING 83

UTILITY CONSTRUCTION 86

UTILITIES BY OTHERS 88

EROSION CONTROL 90

SIGNALS AND INTELLIGENT TRANSPORTATION SYSTEMS..... 118

RAILROAD INSURANCE (ROADWAY)..... 167

PROJECT SPECIAL PROVISIONS STRUCTURE / CULVERTS 188

PERMITS..... P-1

EMPLOYMENT:

(11-15-11)(Rev. 1-17-12)

108, 102

SPI G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SPI G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

NOTE TO CONTRACTOR (Fort Bragg Security Fence):

Fort Bragg’s perimeter must always be protected. A breach of the property is not allowed. Proposed security fence shall be installed prior to removing existing fence or working adjacent to Fort Bragg property.

NOTE TO CONTRACTOR (Median Barrier Removal):

The Contractor’s attention is directed to the fact that there is approximately 667 feet of existing median barrier from approximate Station 107+00.00 to 113+67.21. The Contractor shall remove and dispose of this existing median barrier as well as the existing impact attenuator in accordance with Section 802 of the Standard Specifications. All costs associated with the work of satisfactorily removing and disposing of existing median barrier and impact attenuator shall be included in the contract lump sum price for “Removal and Disposal of Existing Median Barrier”.

negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department or Cape Fear Railroad.

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, in which case, the CONTRACTOR's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty period as provided by the Manufacturer.

II. Submittals

- A. Submit the following to the Engineer for approval.
 1. Detailed description of construction procedures for the specific type of grade crossing to be installed.
 2. Manufacturer's brochures and other detailed descriptions of crossing materials to be furnished.
 3. Detailed shop drawings and a detailed description of the installation procedure.
 4. Detailed information of changes to the typical ballasted track construction details and/or construction methods to accommodate the crossing surfaces. Modifications may include, but are not limited to, tie spacing, tie size and length, and ballast section.
 5. Submittals should be sent to (for approval by Railroad authority):
 - Michael Crawford
 - Engineer Research and Development Center
 - (601) 634-3857
 - Mike.crawford@erdc.dren.mil

III. Products

- A. Concrete "Tub" Crossing
 1. Furnish crossing surfaces of a modular full depth concrete "tub" design. Crossings shall be as manufactured by Omni Products, Inc. (TraCast), Hanson Pipe and Precast (Premier Modular Crossing), or equal as approved by the Engineer.
 2. Furnish new material (except as noted below), without modifications to the manufacturer's standard design except as approved by the Engineer.
 3. Existing rail is 115 lb/ft and may be reused at the crossing. Rail shall be welded. Use flowable fill and no new ties will be required.

IV. General Description Proposed Crossing Surface Work

The new Bragg Blvd at-grade crossing surface will consist of one (1) one hundred two and one half foot area to accommodate the travel lanes and shoulder area as shown on plans.

The CONTRACTOR will need to provide temporary asphalt during phase one to accommodate the lane widening on Bragg Blvd. The asphalt will allow for motor vehicle traffic to maintain flow over the crossing until the "tub" crossing can be installed during the fourth phase of the project. Coordination shall be made with Cape Fear Railways before this asphalt work is done.

The new Randolph Street at-grade crossing surface will consist of one (1) one hundred ninety-four foot area to accommodate the travel lanes and shoulder area as shown on plans.

Coordination will need to be made between the Contractor and NCDOT to determine the exact elevation of the crossing surface in regards to the roadway upon final layering of asphalt.

The CONTRACTOR will need to work out a schedule with Cape Fear Railroad through their track supervisor as to the availability to accommodate train traffic during the track work.

Railroad Contact: Nick Darnell
Superintendent
Cape Fear Railways
W: (910)396-7683
C: (910)409-6629
Charles.n.darnell.ctr@mail.mil

V. Safety Requirements

This work is to be conducted on or in close proximity to operating railroad tracks. The Contractor shall comply with the following Special Provisions when working on Cape Fear Railroad Property.

The Contractor shall ensure that his entire work force, including employees, agents and subcontractors comply fully with all applicable FRA RAILROAD WORKPLACE SAFETY Rules, 49 C.R.F. Part 214.

Particular attention is directed to the requirements for fall protection, protective footwear, protective head gear (hard hats) and eye and face protection equipment (safety goggles or safety eyeglasses).

VI. Interference with Railroad Traffic

General traffic patterns, including anticipated daily work windows, will be discussed at the pre-construction site meeting. The Contractor should ask any necessary questions prior to bid and then at the preconstruction meeting other details can be obtained from the railroad representative such as train data details.

No claim by the Contractor against NCDOT or Cape Fear Railroad will be allowed for hindrance or delay caused by Railway traffic; any work done by Cape Fear Railroad or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions. Any cost incurred by the Cape Fear Railroad for repairing damaged roads, tracks or other facilities resulting from the operations of the Contractor shall be paid by the Contractor to the Railroad.

The Contractor shall assume all responsibility for any and all damages to his work, men, and equipment caused by the operations of Cape Fear Railroad.

XII. Cleanup

The CONTRACTOR shall remove from Cape Fear Railroad and NCDOT right of way all rubbish and waste resulting from construction operations. The CONTRACTOR from the meeting with Cape Fear Railroad will determine if Railroad would like to retain any existing railroad materials in the crossing construction area.

XIII. Detailed Bill of Material

Prior to furnishing and installing any equipment and materials, the CONTRACTOR must submit a detailed bill of material and cost breakdown. This shall include all required spare parts and the part number of all material proposed for use of this project.

XIV. Insurance

A. In regards to the above project the prime contractor is required to carry:

1. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall procure and maintain, at its expense, an original and one certified copy of the policy **to the Department** as evidence of:

- a. Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against Fort Bragg Railroad and its Affiliates
- b. Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$5,000,000 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement
- c. Business automobile liability insurance with available limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence

Upon request, Contractor shall provide Fort Bragg Railroad with a copy of Contractor's applicable insurance policies. A policy endorsement naming Fort Bragg Railroad and Cape Fear Railroad as **additional insured's** and specifying such coverage shall be furnished to Railroad, and the required coverage will be kept in force until all of the Contractor's obligations under this Agreement have been fully discharged and fulfilled, or until Contractor shall have been specifically released by a written instrument signed by an authorized officer of Fort Bragg Railroad

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 Fort Bragg Railroad in connection with

operations to be performed on or adjacent to Fort Bragg 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:

U.S. Army
 Directorate of Public Works
 Real Property Accountable Officer
 2175 Reilly Road, Stop A
 Fort Bragg, NC 28310-5000

- 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 work performed on Railroad Right of way for NCDOT project U-4444AB, on Bragg Blvd and Randolph Street in Cumberland 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

C. Unacceptable

- 1) Any Pollution Exclusion Endorsement except CG 28 31
- 2) Any Punitive or Exemplary Damages Exclusion
- 3) Any endorsement not named in A or B
- 4) Any type of deductible policy

You must submit the original policy, via the Department of Transportation, for our approval and filing

prior to the commencement of construction or demolition operations.

- B. Prior to entry on Fort Bragg right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to Fort Bragg Railroad. In addition, certificates of insurance evidencing the Prime Contractor’s Commercial General Liability Insurance shall be “issued” to Fort Bragg Railroad **and** the Department at the addresses below, and **forwarded to the Department** for its review and transmittal to Fort Bragg Railroad. No work will be permitted on Railroad’s right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

Department of Transportation
 Rail Division
 C/O David Hinnant, State Railroad Agent
 1556 Mail Service Center
 Raleigh NC 27699-1556

RAILROAD:

Fort Bragg Railroad
 U.S. Army-Directorate of Public Works
 Real Property Accountable Officer
 2175 Reilly Road, Stop A
 Fort Bragg, NC 28310-5000

- C. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.

RAILROAD SITE DATA:

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

| | | |
|--------------------------|---|------------------------------------|
| Number of tracks | - | <u>1</u> |
| Number of trains per day | - | <u>1-2 per week (freight only)</u> |
| Maximum speed of trains | - | <u>10 mph</u> |

XV. Compensation

Payment at the contract lump sum price for: “Bragg Blvd Crossing Surface Installation.”

Payment at the contract lump sum price for “Randolph Street Crossing Surface Installation.”

Payment at the above contract lump sum prices will be full compensation for all work associated with furnishing and installing complete and fully operational highway-railroad at-grade crossings.

2. Upon completion of all tests specified herein, Contractor shall submit a certified letter signed by an authorized representative, attesting that all tests have been performed and completed successfully.
3. Test reports shall document the calibration date of each instrument used during the test. Calibration of each instrument shall be certified by a recognized testing facility. Re-certification shall be conducted every 90 days or less. Out-of-date instruments will be considered non-certified. Tests conducted with non-certified instruments will be rejected.
4. All in-service field tests shall be conducted with RAIL DIVISION and Cape Fear Railroad as witness, and shall be subject to their acceptance.

III. MEASUREMENT AND PAYMENT

Payment at the contract lump sum price for "Bragg Blvd Crossing Signal Installation."

Payment at the contract lump sum price for "Randolph Street Crossing Signal Installation."

Payment at the above contract lump sum prices will be full compensation for all work associated with furnishing and installing complete and fully operational highway-railroad at-grade crossing warning devices including, but not limited to, mobilization/demobilization, preparatory work and operations, movement of personnel, furnishing and installing equipment, supplies, and incidentals to the project site.

**THIS
PAGE
INTENTIONALLY
BLANK**