

# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PAT MCCRORY GOVERNOR

ANTHONY J. TATA SECRETARY

May 2, 2013

Addendum No. 1

RE: Contract ID C203210
WBS # 53000.3.STR01T4
F. A. # FRA-FR-HSR-0006-10-01-00
Davidson County (I-2304AE)
NC Railroad Main Line Curve Realignment From MP 327.3 To
MP 327.9 North of the Yadkin River

May 21, 2013 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal:

On Page No. 1 the completion date was revised within the project special provisions entitled "Contract Time and Liquidated Damages" and "Intermediate Contract Time Number 1 and Liquidated Damages". Please void Page No. 1 in your proposal and staple the revised Page No. 1 thereto.

On Page No. 3 a revision was made in the third paragraph of the project special provision entitled "Railroad Coordination". Please void Page No. 3 in your proposal and staple the revised Page No. 3 thereto.

On Page No. 81 the Table of Contents was revised for the 'Railroad Special Provisions For Roadbed". Please void Page No. 81 in your proposal and staple the revised Page No. 81 thereto.

On Page No. 90 the project special provision entitled "Endwalls" has been added. Please void Page No. 90 in your proposal and staple the revised Page No. 90 thereto.

Sincerely,

R. A. Garris, PE Contract Officer

RAG/jag

C203210

I-2304AE Davidson

#### Attachments

cc: Mr. Ron Hancock, PE

Mr. Pat Ivey, PE Ms. D. M. Barbour, PE

Mr. J. V. Barbour, PE Mr. Paul Worley, CPM Mr. R.E. Davenport, PE Ms. Lori Strickland

Project File (2)

Mr. Ray Arnold, PE

Ms. Natalie Roskam, PE

Mr. Ronnie Higgins

Mr. Larry Strickland

Ms. Marsha Sample

Ms. Penny Higgins

Ms. Jaci Kincaid

C203210 (I-2304AE)

Revised 5-2-13
Davidson County

#### **PROJECT SPECIAL PROVISIONS**

#### **GENERAL**

#### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

(8-15-00) (Rev. 12-18-07)

SPI G07 A

The date of availability for this contract is **July 1, 2013**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is November 28, 2014.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Two Hundred Dollars (\$200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

# INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

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SPI G13

Except for that work required under the Project Special Provisions entitled *Planting*, *Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is July 1, 2013.

The completion date for this intermediate contract time is **June 1, 2014**.

The liquidated damages for this intermediate contract time are **Five Hundred Dollars (\$500.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting*, *Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

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#### **RAILROAD COORDINATION:**

The Contractor's attention is directed to the plans and the Intermediate Contract Time (ICT) Special Provisions. Norfolk Southern Railway (NSR) requires an initial advance notice four (4) weeks before the Contractor anticipates any work is required by NSR.

An advance notice is required by NSR eight (8) weeks ahead of the Contractor's anticipated completion of ICT #2, which includes the railroad roadbed grading for NSR to complete construction of -Track 1- and -Track 2- and shift train operations onto the proposed tracks.

From the completion of ICT #2, it is anticipated NSR will require a minimum of sixteen (16) weeks and a maximum of twenty six (26) weeks to move train operations to the new tracks and remove existing tracks to allow the Contractor begin final grading and drainage in the location of the existing tracks. Duration of this work is dependent on how accurate the advance notice of completion of ICT #2 is and how much roadbed has been completed, accepted and provided to NSR for track construction prior to the completion of ICT #2.

NSR will give an advance notice through the Engineer no less than twenty-eight (28) calendar days ahead of the anticipated final date of removal of track and accessories.

All notices to the railroad shall be given to the Engineer.

### **MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):**

(7-18-06) (Rev. 3-25-13)

SPI 1-14

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on Tuesday, May 7<sup>th</sup> from 10 a.m. to 12 p.m. at:

N.C.D.O.T. Division 9, District 1 Office 4770 South Main Street Salisbury, N.C. 28147 (704) 639-7560

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

(A) The individual has signed his name on the official roster no later than thirty (30) minutes after the above noted time for the beginning of the conference.

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#### **RAILROAD SPECIAL PROVISONS FOR ROADBED**

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Revised 5-2-13

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Pay Item
Right of Way Gate

Pay Unit Each

ENDWALLS: (Special)

The work shall be performed in accordance with Section 838, "Endwalls", of the *Standard Specifications*, except that the contractor shall not use Class B concrete or masonry to construct endwalls located on the railroad right-of-way. All endwalls located on the railroad right-of-way, cast-in-place or precast, shall be constructed of Class AA concrete.