



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

March 8, 2005

**Addendum No. 1**

RE: Contract ID: C201114  
WBS # 34357.3.6  
F. A. # STP-64(79)  
Cherokee County (R-977A)  
US 64 from US 19/74 and 129 in Murphy  
to East of NC 141 in Peachtree

**March 15, 2005 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 plans:

Sheet No. 3-Q in the Roadway plans has been revised. Please void Sheet No. 3-Q in your plans and staple the Revised Sheet No. 3-Q thereto.

Sheet No. 2 in the Roadway Subsurface plans has been revised. Please void Sheet No. 2 in your plans and staple the Revised Sheet No. 2 thereto.

Sheet No. 3B in the Roadway Subsurface plans has been revised. Please void Sheet No. 3B in your plans and staple Revised Sheet No. 3B and new Sheet No. 3C thereto.

The following revisions have been made to the proposal form:

On Page No. 1, under the project special provision entitled "Contract Time and Liquidated Damages" the completion date has been revised. Please void Page No. 1 in your proposal and staple the Revised Page No. 1 thereto.

On Page Nos 2 thru 6, the project special provision entitled "Critical Path Method Project Schedule" has been deleted. Also, on Page Nos. 2 thru 5, the project special provision entitled "Bid Documentation" has been added. Please void Page No. 2 thru 6 in your proposal and staple the Revised Page Nos. 2 thru 6 thereto.

**MAILING ADDRESS:**  
NC DEPARTMENT OF TRANSPORTATION  
CONTRACTS & PROPOSALS  
1591 MAIL SERVICE CENTER  
RALEIGH NC 27699-1591

TELEPHONE: 919-250-4124  
FAX: 919-250-4127  
WEBSITE: [WWW.DOH.DOT.STATE.NC.US](http://WWW.DOH.DOT.STATE.NC.US)

**LOCATION:**  
CENTURY CENTER COMPLEX  
BUILDING B - ENTRANCE B 15  
1020 BIRCH RIDGE DRIVE  
RALEIGH NC

On Page No. 7, the project special provision entitled "Schedule of Estimated Completion Progress" has been revised. Please void Page No. 7 in your proposal and staple the Revised Page No. 7 thereto.

On Page No. 91, the project special provision entitled "Utility Coordinator" is being added. Please void Page No. 91 in your proposal and staple the Revised Page No. 91 thereto.

On Page Nos. 101 and 102, the project special provisions entitled "Utilities By Others" have been revised. Please void Page Nos. 101 and 102 in your proposal and staple the Revised Page Nos. 101 and 102 thereto.

New Page Nos. 229A and 229B, which were inadvertently omitted, are being added to the structure special provision entitled "Pin Rocker Bearings". Please staple new Page Nos. 229A and 229B after Page No. 229 in your proposal.

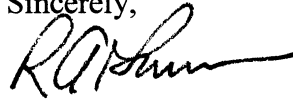
The Table of Contents has been revised to reflect the above mentioned changes. Please void the Table of Contents in your proposal and staple the revised Table of Contents thereto.

On Page No. 1 of the item sheets, Line Item "3-0000900000-N-SP Critical Path Method Schedule" is hereby deleted.

On Page No. 14 of the item sheets a new pay item has been added. By copy of this addendum the following pay item is hereby added: "286-0000900000-N-SP Utility Coordinator (Quantity = Lump Sum)".

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/jag/blj

#### Attachments

cc: Mr. W. S. Varnedoe, PE.  
Mr. S. D. DeWitt, PE  
Mr. E. C. Powell, PE  
Mr. J. B. Setzer, PE  
Mrs. D. M. Barbour, PE  
Mr. Art McMillan, PE  
Mr. J. V. Barbour, PE

Mr. Mark Staley (2)  
Mr. Aydren Flowers  
Mr. R. E. Davenport, Jr., PE  
Ms. Marsha Byrd  
Ms. Taylor Mishoe  
Project File (2)

CONTRACT: C201114 (R-977A)

Cherokee County

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STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

**PROJECT SPECIAL PROVISIONS**

General

7-1-95

SP1G01

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

07-20-99

The date of availability for this contract is May 2, 2005, 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 September 1, 2009.

When observation periods are required by the special provisions, 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 Two Thousand Eight Hundred Dollars (\$2,800.00) per calendar day.

SP1G04

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

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to a two-lane, two-way traffic pattern. The Contractor shall not close or narrow a lane of traffic on US 64 during the following time restrictions:

Monday through Friday

6:30 A.M. to 8:00 A. M.

and

4:00 P.M. to 6:30 P.M.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane 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 lane closures according to the time restrictions stated above and restore traffic to a two-lane, two-way traffic pattern.

The liquidated damages for this intermediate contract time are Five Hundred Dollars (\$500.00) per hour or any portion thereof.

**CONSTRUCTION MORATORIUM:**

In-water work is prohibited from February 15 to June 15 in the Hiwassee River.

**BID DOCUMENTATION:**

1-01-02

General:

The successful Bidder (Contractor) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the bid for this contract to the Department. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department and preserved by that institution or facility as specified in the following sections of this provision.

Bid Documentation:

The terms "bid documentation" as used in this provision means all written information, working papers, computer printouts and diskettes, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Bidder in the preparation of the bid. The term "bid documentation" includes, but is not limited to, Contractor equipment rates, Contractor overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Bidder in formulating and determining the bid. The term "bid documentation" also includes any manuals, which are standard to the industry used by the Bidder in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. The term does not include bid documents provided by the Department for use by the Bidder in bidding on this project.

Submittal of Bid Documentation:

A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within ten (10) days after the notice of award is received by him. Bid documentation will be considered a certified copy if the Bidder includes a letter to the Department from a chief officer of the company stating that the enclosed documentation is an EXACT copy of the original documentation. The letter must be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature MUST be notarized at the bottom of the letter. The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Bidder's name, Bidder's address, the date of submittal, the Project Number, and the County.

Affidavit:

In addition to the bid documentation, an affidavit signed under oath by an individual authorized by the Bidder to execute the bid shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Bidder to determine the bid for this project, and that all such bid documentation has been included.

Verification:

Upon delivery of the bid documentation, the Department's Contract Officer and the Bidder's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Bidder's representative shall immediately furnish the Department's Contract Officer with any other needed bid documentation. The Department's Contract Officer upon determining that the bid documentation is complete will, in the presence of the Bidder's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to a banking institution or other bonded document storage facility selected by the Department for placement in a safety deposit box, vault, or other secure accommodation.

Duration and Use:

The bid documentation and affidavit shall remain in escrow until sixty (60) calendar days from the time the Contractor receives the final estimate; or until such time as the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department related to the contract; or until authorized in writing by the Contractor. Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Contractor against the Department, or receipt of a letter from the Contractor authorizing release, the Department may obtain the release and custody of the bid documentation. If the bid documentation remains in escrow sixty (60) calendar days after the time the Contractor receives the final estimate and the Contractor has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department shall instruct the banking institution or other bonded document storage facility to release the sealed container to the Contractor.

The Bidder certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be relevant or material in litigation over claims brought by the Contractor arising out of this contract.

Failure to Provide Bid Documentation:

The Bidder's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within ten (10) days after the notice of award is received by him may be just cause for rescinding the award of the contract and may result in the removal of the Bidder from the Department's list of qualified bidders for a period up to 180 days. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

Escrow Agreement:

The Bidder will be required to sign an Escrow Agreement within ten (10) days after the notice of award is received by him. A copy of this Escrow Agreement document will be mailed to the Bidder with the notice of award for informational purposes. The Bidder and Department will sign the Escrow Agreement at the time that the bid documentation is delivered to a Banking Institution or other facility as outlined above. The Bidder's failure to sign the Escrow Agreement at the time the bid documentation is delivered may be just cause for rescinding the award of the contract and may result in the removal of the Bidder from the Department's list of qualified bidders for a period up to 180 days. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

Confidentiality of Bid Documentation:

The bid documentation and affidavit in escrow are, and will remain, the property of the Bidder. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Contractor authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Bidder as a "trade secret" at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by G.S. 132-1.2.

Cost and Escrow Instructions:

The cost of the escrow will be borne by the Department. The Department will provide escrow instructions to the banking institution or other bonded document storage facility consistent with this provision.

Payment:

There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the various contract unit or lump sum prices in the contract will be full compensation for all such costs.

SP1G142



**6**

**SAFETY INDEX RATING:**

**6-18-02**

Revise the 2002 Standard Specifications as follows:

Page 1-10, Article 102-2

Before the last paragraph on this page, add the following paragraph:

"All subcontractors performing work for the Department shall have received a passing grade on the Safety Index Rating form, in accordance with Article 102-2, prior to beginning work. Subcontractors can request the Safety Index Rating form from the State Contractual Services Engineer."

SP1G14

**DELAY IN RIGHT OF ENTRY:**

**07-01-95**

The Contractor will not be allowed right of entry to the parcels listed below before August 31, 2005 unless otherwise permitted by the Engineer.

Parcel No.

Property Owner

2

TVA

SP1G22

**MAJOR CONTRACT ITEMS:**

**2-19-02c**

The following listed items are the major contract items for this contract (See Articles 101-54 and 104-5 of the Standard Specifications):

Line #

Description

7

Unclassified Excavation

SP1G28

**SPECIALTY ITEMS:**

7

7-1-95

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

Line #	Description
121 thru 130	Guardrail Items
131 thru 138	Fencing Items
153 thru 156	Long-Life Pavement Markings
160	Pavement Markers
163 thru 186	Utility Construction Items
187 thru 217	Erosion Control Items
218 thru 219	Reforestation Items
220 thru 238	Signal Items
246 thru 253	Drilled Piers

SP1G37

**FUEL PRICE ADJUSTMENT:**

2-19-02<sub>cc</sub>

Fuel Price Adjustment for items of work listed below will be made in accordance with Section 109-8 of the Standard Specifications.

The base index price for DIESEL #2 FUEL is \$0.361 per liter.

The selected item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

<u>Line #</u>	<u>Description</u>	<u>Units</u>	<u>Fuel Usage Factor</u> <u>Diesel</u>
7	Unclassified Excavation	L/C.M.	1.44

SP1G46

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

07-20-04

The Contractor's attention is directed to the Standard Special Provision entitled "Availability Of Funds Termination Of Contracts" included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

<u>Fiscal Year</u>	<u>Progress (Dollar Value)</u>
2005 (07/01/04 – 06/30/05)	5% of Total Amount Bid
2006 (07/01/05 – 06/30/06)	34% of Total Amount Bid
2007 (07/01/06 – 06/30/07)	25% of Total Amount Bid
2008 (07/01/07 – 06/30/08)	20% of Total Amount Bid
2009 (07/01/08 – 06/30/09)	14% of Total Amount Bid
2010 (07/01/09 – 06/30/10)	2% of Total Amount Bid

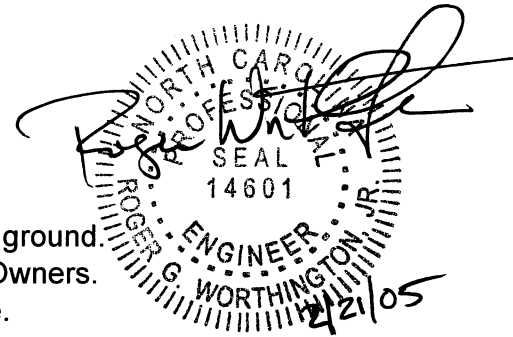
The contractor shall provide a Utility Coordinator to coordinate utility relocations with the highway project. The Coordinator shall harmonize the utility relocations with the highway project construction to expedite the project schedule and to maintain the safety of the workers and roadway users. The Coordinator shall facilitate communications between parties, i.e. the Contractor's personnel, the utility owners' personnel and contractors, and the Department's personnel.

**Tasks include:**

- Facilitating the exchange of information on the status of the work, the upcoming plans, and the needs of the parties.
- Maintaining a schedule of activities and of relationships between the parties.
- Documenting the status and events as they occur and the effect of events upon the parties.
- Nurturing decision makers of the parties with information to assure that timely decisions are made and actions are taken.
- Overseeing daily operations and coordinating utility relocations with project construction.
- Ensuring compliance with the "One-Call" laws for damage prevention.

**Methods for accomplishing the tasks include:**

- Conducting weekly meetings.
- Publishing schedules and documents.
- Publishing minutes of meetings.
- Obtaining and updating "One-Call" tickets.
- Inspecting for maintenance of utility location markings on the ground.
- Coordinating the traffic controls of the Contractor and Utility Owners.
- Being a clearinghouse for utility related information exchange.



**Required documents:**

Monthly reports to the Resident Engineer detailing:

- Utility relocation activities completed for the month separated by utility owner.
- Utility relocation activities planned for the next month separated by utility owner.
- An overall assessment of utility relocation progress and the effect on the highway project.
- Critical needs and recommended actions to maintain the contract schedule.

**Compensation:**

The work of this provision will be paid for at the contract lump sum price for "Utility Coordinator." Partial payments will be made on each particular payment estimate based upon the percentage complete of the utility relocations. The Contractor shall submit a certified statement each month indicating the percentage of work completed. The Resident Engineer will determine if the amount indicated is reasonably correct and the Resident Engineer will pay accordingly on the next partial pay estimate.

Payment will be made under:

Utility Coordinator.....Lump Sum

PROJECT: R-977A  
COUNTY: CHEROKEE

PROJECT SPECIAL PROVISIONS

Utility

UTILITIES BY OTHERS:

General:

The following utility companies have facilities that will be in conflict with the construction of this project:

- A. TENNESSEE VALLEY AUTHORITY (TVA)
- B. MURPHY POWER
- C. VERIZON
- D. CHEROKEE/MURPHY CABLE

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. The utility owners will do all utility work listed herein. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

Utilities Requiring Adjustment:

- A. TVA
  - 1-From (Sta.10+00 to Sta. 24+00, line -LC1B-) the existing 69 KV and 161 KV aerial line will be relocated by April 15, 2006
  - 2-From (Sta. 39+00 Line -L REV- to end of project) the existing 69 KV aerial line will be relocated by December 1, 2006See Utilities by Others Plans for details.

The contact Person of Tennessee Valley Authority is Mr. Ronald D. Skelton Sr. Project Manager.

- B. Murphy Power
  - Removal of the existing facilities and the proposed installation of power lines and the 6" conduit crossing line -LC1B- at Sta. 17+60 will be completed by June 15, 2006. See Utilities by Others Plans for details.

The contact person of Murphy power board is Leroy Coker superintendent

C. Verizon

1-From (Sta. 10+00 to Sta. 17+35, line –LC1B-), the removal of existing facilities and the proposed installation of the under ground duct system will be completed 8 months after rough grading. The direct buried cable will be completed 12 months after rough grading.

2-From (Sta. 17+35 to Sta. 20+50 line –LC1B-) the removal of existing facilities and the installation of proposed aerial and buried telephone lines will be completed 90 days after rough grading.

3-From (Sta. 39+45 to Sta. 50+85 line –LREV-), (Sta. 72+70 to Sta. 75+70 line –LREV-) and (Sta. 9+55 to Sta. 12+28 line-Y4-), the removal of existing facilities and the proposed installation of buried and aerial lines will be completed by August 31, 2005.

4-From (Sta. 75+70 to Sta. 86+00 line –LREV-), (Sta.8+00 to Sta.18+04 line - Y6-rev.)  
the removal of existing facilities and the proposed installation of buried and aerial lines will be completed by December 31, 2005  
See Utilities by Others Plans for details.

D. Cherokee/Murphy Cable

1-Cherokee / Murphy cable will be relocated to proposed Murphy power poles, and completed by June 15, 2006. See Utilities by Others Plans for details.

Coatings (Metallization)”. Coat surfaces to a thickness of 6 mils (0.150 mm) minimum on all external parts. Repair surfaces that are abraded or damaged after the application of metallizing in accordance with the Special Provision for “Thermal Sprayed Coatings (Metallization)”.

- Galvanize all fill plates specified on the plans. Provide anchor bolts and nuts in accordance with the Standard Specifications.
- Copper alloy conforming to AASHTO M108 Alloy 510, or bronze castings conforming to AASHTO M107 Alloy 911.
- Lubricant of the solid type and consisting of graphite, metallic substances having lubricating properties and a lubricating binder. Do not use materials without lubricating qualities or that promote chemical or electrolytic reactions. Use lubricant that is integrally molded and compressed into the lubrication recesses to form a dense, non-plastic lubricant.
- Recesses arranged in a geometric pattern so that successive rows overlap in the direction of motion and the distance between extremities of recesses is closer in the direction of motion than that perpendicular to motion. Lubricate the entire bearing area of all surfaces that have provision for motion by means of these lubricant filled recesses. Provide a total area of these recesses between 25% and 35% of the total bearing area of the plate.
- Furnish bearing plates in sizes specified on the drawings. Machine finish all surfaces in contact with the self lube plates and make sure that the surface roughness does not exceed 125 micro inches (3.18 microns) when measured in accordance with ASA Standard B46.1-1955. Also finish the bearing surfaces of the opposing steel plates as above. Align the tool marks in the direction of motion. Finish the bearing surfaces so that all machined surfaces are flat within 0.0005 inch per inch (0.0127 mm per 25 mm) of length and width.
- The coefficient of friction between the copper alloy self-lubricating plates and the steel plates in contact with them does not exceed 0.10 when subjected to the designed unit loading and at twice the designed unit loading.

### 3.0 DESIGN

Have the manufacturer design the pin rocker bearings for the loads and movements shown on the contract plans. However, use the anchor bolt size, length, spacing, masonry and sliding plate thickness as shown on the contract plans and provide an overall height of the bearing assembly that is at least the height shown on the contract plans.

Submit eight sets of shop drawings and one set of design calculations for review, comments and acceptance. Have a North Carolina Registered Professional Engineer check and seal the shop drawings and design calculations.

After the Engineer reviews the drawings and, if necessary, corrections are made, submit one 22" x 34" reproducible set of the working drawings.

**229-B****4.0 INSTALLATION**

Store pin rocker bearings delivered to the bridge site under cover on a platform above the ground surface. Protect the bearings from injury at all times and, before placing the bearings, dry and clean all dirt, oil, grease or other foreign substances from the bearing. Do not disassemble the bearings during installation, except at the manufacturer's direction. Place the bearings in accordance with the recommendations of the manufacturer, Contract Drawings, and as directed by the Engineer. If there is any discrepancy between the recommendations of the manufacturer, Special Provisions, and Contract Drawings, the Engineer is the sole judge in reconciling any such discrepancy.

Provide preformed bearing pads under the masonry plates in accordance with Article 1079-1 of the Standard Specifications.

Do not install any pin rocker bearing before the Engineer approves it.

**5.0 BASIS OF PAYMENT**

Payment for the bearing assemblies will be at the contract lump sum price bid for "Pin Rocker Bearing". Such lump sum price will be full compensation for all materials, tools, equipment, labor and incidentals necessary to furnish and install the pin rocker bearing assemblies.