



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

August 17, 2007

Addendum No. 2

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 proposal form recently furnished to you on this project.

The following revision has been made to the proposal:

New Page No's 110 through 115 have been added to include the project special provision entitled "CSX TRANSPORTATION, INC.-RAILROAD SPECIAL PROVISIONS".
Please staple Page No's 110 through 115 after Page No. 109 in your proposal.

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

Sincerely,

for J. A. Garris
R. A. Garris, PE
Contract Officer

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Contract ID#: C201642

WBS# 35021.1.8

Durham County (U-4410DB)

RAG/jr/blj

Attachments

cc: Mr. W. S. Varnedoe, PE
Mr. E. C. Powell, PE
Mr. Ron Hancock, PE
Mr. J. W. Bowman, PE
Ms. D. M. Barbour, PE
Mr. Art McMillan, PE
Mr. J. V. Barbour, PE
Mr. Stuart Bourne, 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)

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CSX TRANSPORTATION, INC. - RAILROAD SPECIAL PROVISIONS

NOTICE TO THE RAILROAD COMPANY OF START OF WORK:

The Contractor shall notify CSX Transportation, Inc., herein called the Railroad Company, at least thirty (30) days in advance of the date on which he expects to start work on the railroad right-of-way. A written notice is required. No work shall commence on CSXT right-of-way until the Railroad Company has received and approved the Contractor's insurance policy.

DELAYS CAUSED BY OPERATIONS OF OTHERS:

The Contractor's attention is called to the fact that neither the North Carolina Department of Transportation, herein called the Department of Transportation, nor the Railroad Company assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department of Transportation or the Railroad Company for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

COOPERATION WITH OTHERS:

The Contractor shall cooperate with others participating in the construction of the project to the end that all work may be carried on to the best advantage.

AUTHORITY OF RAILROAD ENGINEER:

The authorized representative of the Railroad Company hereinafter referred to as Railroad Engineer, shall have the final authority in all matters affecting the safe maintenance of railroad traffic of his company.

EMERGENCY ACTION PLAN:

The Contractor shall develop and submit an emergency action plan indicating the location of the site, contact names and phone numbers, access to the site, instructions for emergency response, and location of the nearest hospitals. The plan shall also cover the Contractor's means of fire suppression that may include the phone number and location of the nearest fire department. The plan shall cover all items required in the event of an emergency at the site.

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CONSTRUCTION SCHEDULE:

The Contractor shall prepare and submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way.

INTERFERENCE WITH RAILROAD OPERATIONS:

The Contractor shall so arrange and conduct his work that there will be no interference with railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to the poles, wire, and other facilities of tenants on the rights-of-way of the Railroad Company. Wherever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability.

Should conditions arising from or in connection with the work, require that immediate and unusual provisions be made to protect train operations and property of the Railroad Company, it shall be a part of the required services by the Contractor to make such provisions and if, in the judgement of the Railroad Engineer such provisions is insufficient, the Railroad Engineer or the Highway Engineer, may at the expense of the Contractor, require or provide such provisions as may be deemed necessary.

SHORING:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits adjacent to track to provide adequate lateral support for the track and loads which it carries without disturbance of track alignment and service, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Railroad, but such approval shall not relieve the contractor from liability.

Shoring or sheeting protection shall be provided when excavating adjacent to an active railroad track, except as noted below.

Shoring will not be required if both the following conditions are satisfied:

1. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the track.
2. Track is on level ground or in a cut section and on stable soil.

When track is on embankment, excavating the toe of embankment without shoring may affect the stability of the embankment. Therefore, excavation of embankment toe without shoring will not be permitted.

Preferred protection is the cofferdam type that completely encloses the excavation. Where dictated by conditions, partial cofferdams with open sides away from the track may be used. Cofferdams shall be constructed using steel sheet piling or steel soldier beams with timber lagging. Wales and struts shall be provided as needed. The following shall be considered when designing cofferdams:

- a. Sheeting shall be designed to resist a vertical live load surcharge of 1800 lbs per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'-6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in A.R.E.M.A. specifications, Chapter 8, Part 20.
- b. Allowable stresses in materials shall be in accordance with A.R.E.M.A. Specifications, Chapter 7, 8, and 15.
- c. A construction procedure for temporary shoring shall be shown on the drawing.
- d. Safety railing shall be installed when temporary shoring is within 12 feet of track.
- e. A minimum distance of 10 feet from centerline of the track to face of sheeting shall be maintained.

The Contractor shall submit the following drawings and calculations for Railroad review and approval.

1. Three (3) sets of detailed drawings of the shoring systems showing sizes of all structural members, details of connections, and distances from centerline of track to face of shoring. Drawing shall show a section showing height of sheeting and track elevation in relation to bottom of excavation.
2. One set of calculations of the cofferdam design prepared in accordance with CSXT's Criteria for Overhead Bridges dated October 1, 1999. The drawings and calculations shall be prepared by a North Carolina Registered Professional Engineer experienced in the design of shoring and cofferdams and shall bear his seal and signature.

The subgrade of an operated track shall be maintained with edge of berm at least 10' from centerline of track and not more than 24" below top of rail. Unless so indicated on the plans the Contractor will not be required to make the existing section meet this specification and if substandard, the existing section will be maintained.

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BLASTING:

Explosives shall not be used adjacent to any track or other railroad property without the advance approval of the Highway Engineer and the Railroad Engineer, but such approval will not relieve the Contractor of any liability. If use of explosives is permitted, the blasting shall be done with light charges under the direct experienced supervision of a responsible officer or employee of the Contractor, or of the Department of Transportation. Electric detonating fuses or charges shall not be used on account of possible premature explosions resulting from operation of 2-way train radios. Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations.

No blasting shall be done without an authorized Railroad representative present, who will determine the approximate location of trains in order that the Contractor can be certain whether or not sufficient time will be available for blasting and subsequent cleanup without delaying trains. The Contractor shall notify the Railroad Engineer at least 10 days in advance of blasting to permit arrangement for the presence of an authorized Railroad representative and such flagging service as may be deemed necessary.

The Contractor shall have adequate equipment, labor, and materials at the job site and provide sufficient time to clean up the debris resulting from the blasting without delay to trains. He will at his expense correct any track misalignment or other damage to railroad property resulting from the blasting as directed by the Railroad Engineer. If his actions result in delays to trains, the Contractor shall bear the entire cost thereof.

Blasting shall be discontinued immediately upon notice by the Railroad Engineer or the Highway Engineer that it is too hazardous.

STORAGE OF MATERIALS:

Materials and equipment shall not be stored where they will interfere with railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

DAMAGES:

The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by railroad traffic.

MAINTENANCE OF DITCHES ADJACENT TO RAILROAD TRACKS:

The Contractor shall submit plans indicating the proposed methods of erosion control during construction, in particular, excavation for the piers and grading.

The Contractor shall exercise necessary precautions to prevent fouling of track ballast and existing ditches in the excavation of material at the proposed work site. He shall maintain the existing railroad ditches free from obstruction and silt through the duration of his construction operations and upon completion of the work shall leave the ditches in conditions satisfactory to the Railroad Engineer.

Should material from excavating at the proposed work site foul the track ballast, the Contractor will be required to clean or replace the fouled ballast under the direction of and to the satisfaction of the Railroad Engineer.

Any cost incurred by the Railroad Company for repairing damage to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid by the Contractor to the Railroad Company.

FLAGGING PROTECTION OR WATCHMAN SERVICE:

The watchman and flagging service required by the Railroad Company for the safety of railroad operations because of work performed by the Contractor or subcontractors will be provided by CSX Transportation, Inc. and the Contractor's special attention is called to the fact that he will not be required to bear the cost of any watchman or flagging service required by CSX Transportation, Inc., as the Railroad Company will be reimbursed by the Department of Transportation on bills rendered monthly. All bills to be prepared in accordance with the Federal-Aid Policy Guide 23 CFR 646B.

When the Contractor's men or equipment are working within eighteen (18) feet of the nearest rail, over, under or adjacent to the track over which trains are operated, or when work is being performed adjacent to an operated track which may present a hazard to train operations, or when equipment is being used which does, or may infringe on such limits, and at other times, when in the opinion of the Railroad Engineer such protection is necessary, the services of a man or men will be used for flagman or watchman service.

The Contractor shall give 30 days advance notice to the Railroad Engineer in order that flagging service can be arranged and provided. No work shall be undertaken until the flagman, or flagmen, are at the job site.

The Contractor's attention is also called to the fact that he will be required to carry on his operations which require flagging protection or watchman service in such a manner and sequence that the cost of such will be as economical as possible.

COMPLETION AND ACCEPTANCE OF WORK:

Upon completion of the work, the Contractor shall remove from within the limits of the railroad right of way all machinery, equipment, surplus materials, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat and orderly condition. After the final inspection has been made and work found to be completed in a satisfactory manner acceptable to the Department of Transportation and the Railroad Company, the Department of Transportation will be notified of the Railroad Company's acceptance in writing by the Railroad Engineer within ten (10) days or as soon thereafter as practicable.