



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

May 7, 2009

Addendum No. 1

RE: Contract ID: C201977

F.A. # STM-0100 (17)

WBS# 35196.3.ST1

Cumberland County (U-2519E, X-0002B)

Fayetteville Outer Loop From West of
NC-24 To 1.3 Miles East of NC-87/NC-210

May 19, 2009 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 Roadway plans:

On Sheet No. 3-H of the U-2519E plans and Sheet No. 3-H of the X-2B plans the quantity of Drainage Ditch Excavation has been revised. Please void Sheet No. 3-H in each set of plans and staple the revised Sheet No.3-H thereto.

On Sheet No. TCP-3 several corrections have been made in the phasing. Please void Sheet TCP-3 in your plans and staple the revised Sheet No.TCP-3 thereto.

The following revisions have been made to the X-2B Structure plans:

Sheet No. S-189 has been revised to correct the quantity of "Visual Barrier Wall On Structure". Please void Sheet No. S-189 in your plans and staple the revised Sheet No. S-189 thereto. On Sheet Nos. S-194 thru S-199 the dimension for "Visual Barrier Wall" has been revised. Please void Sheet Nos. S-194 thru S-199 and staple the revised Sheet Nos. S-194 thru S-199 thereto.

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

TELEPHONE: 919-250-4128
FAX: 919-250-4119
WEBSITE: WWW.NCDOT.ORG

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

The following revisions have been made to the proposal:

On Page No. 5 the project special provision entitled “Intermediate Contract Time Number 5 and Liquidated Damages” has been replaced by the project special provision entitled “Prosecution of Work on Bragg Boulevard”. Please void Page No. 5 in your proposal and staple the revised Page No. 5 thereto.

On Page No. 36 the project special provision entitled “Smith Lake Ticket Booth Relocation” has been deleted. Please void Page No. 36 in your proposal and staple the revised Page No. 36 thereto.

On Page No. 89 and new Page No. 89-A the project special provision entitled “Dry Detention Basin” has been added. Please void Page No. 89 in your proposal and staple the revised Page No. 89 and new Page No. 89-A thereto.

New Page Nos. 147-A thru 147-C have been added to include railroad insurance provisions. Please staple new Page Nos. 147-A thru 147-C after Page No. 147 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, by copy of this addendum the following pay item is hereby deleted:

- 8-0029000000-N-SP Reinforced Bridge Approach Fill, Station (41+41.155-COL2-)

Also, on Page No. 1 and 16 of the item sheets by copy of this addendum the following pay item quantities are hereby revised:

<u>Item</u>	<u>Description</u>	<u>Old Quantity</u>	<u>New Quantity</u>
14-0134000000-M-240	Drainage Ditch Excavation	10,250 M3	63,380 M3
262-8893000000-M-SP	Visual Barrier Wall on Structure	1,000.5 M2	1,015.3 M2

The Contractor’s bid must be based on these revised pay item quantities. The contract will be prepared accordingly.

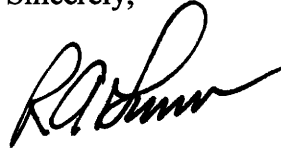
Page 3

Contract ID: C201977

Cumberland County (U-2519E, X-2B)

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,

A handwritten signature in black ink, appearing to read 'R. A. Garris', written in a cursive style.

R. A. Garris, PE
Contract Officer

RAG/jag

Attachments

cc: Mr. J. G. Nance, PE
Mr. Ron Hancock, PE
Mr. G. W. Burns, PE
Ms. D. M. Barbour, PE
Mr. Art McMillan, PE
Mr. J. V. Barbour, PE
Ms. Marsha Sample
Mr. Mark Staley (2)
Ms. Penny Higgins
Project File (2)

Mr. Robert Memory
Mr. R. E. Davenport, Jr., PE
Mr. Jay Bennett, PE
Mr. G. R. Perfetti, PE
Mr. Ronnie Higgins
Mr. Larry Strickland
Ms. Lori Strickland
Ms. Norma Smith
Ms. Jaci Kincaid

5

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 herein.

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 herein and restore traffic to **their existing patterns along -Y2- (Bragg Boulevard)**.

The liquidated damages are **Two Thousand Five Hundred Dollars (\$2,500.00) per fifteen minutes**.

PROSECUTION OF WORK ON BRAGG BOULEVARD:

The Contractor shall complete all work on Y-2 (Bragg Boulevard) up to but not including the final surface course as shown on TCP-3. This work does not include any proposed bridge construction and MSE walls. The work associated with Y-2 (Bragg Boulevard) will be allowed to proceed independently through the project phases until it is completed.

The Contractor shall work in a continuous and uninterrupted manner from the time he begins this work until it is completed. The Contractor will not be permitted to suspend his operation except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operation in writing.

ACCESS TO FORT BRAGG:

The Contractor's access to portions of the project are within the Fort Bragg Military Base boundary. Fort Bragg currently has an identification and access management program in affect. Those who desire streamlined access into Fort Bragg may enroll in the current program, RAPIDGate. An overview of the program may be viewed at: <http://www.eidpassport.com/government/overview.html>. The user terms, agreements, and conditions current at the time the Contractor desires entry will apply. These enrollment conditions may be obtained by calling 1-877-727-4342, or by accessing the website address <http://www.eidpassport.com/government/forms.html>. All other forms and entry requirements by Fort Bragg officials shall also be obtained by the Contractor.

PROJECT SPECIAL PROVISIONS

ROADWAY

CLEARING AND GRUBBING METHOD:

(9-17-02) (Rev 3-18-08)

M2 R01

Perform clearing on this project to the limits established by Method "II" shown on Standard No. 200.02 of the *2006 Metric Roadway Standard Drawings* at the following areas:

- Tank Trails
- Perimeter Roads
- Y2- (Smith Lake Road)

Perform clearing on this project to the limits established by Method "III" shown on Standard No. 200.03 of the *2006 Metric Roadway Standard Drawings* along the remainder of the project:

Revise the *2006 Metric Standard Specifications* as follows:

Page 2-2, Article 200-3, Clearing, add the following as the 6th paragraph:

At bridge sites, clear the entire width of the right of way beginning at a station 1 m back of the beginning extremity of the structure and ending at a station 1 m beyond the ending extremity of the structure.

BURNING RESTRICTIONS:

(7-1-95)

M2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

BUILDING AND UNDERGROUND STORAGE TANK REMOVAL:

(1-1-02) (Rev.6-21-05)

M2 R15

Building Removal

Remove the buildings and appurtenances listed below in accordance with Section 215 of the *2006 Metric Standard Specifications* and the following:

**Percentage of
Elapsed Contract Time**

**Percentage
Additive**

0% - 30%
30.01% - 50%

30%
15%

Percentage of elapsed contract time is defined as the number of calendar days from the date of availability of the contract to the date the permanent seeding and mulching is acceptably completed divided by the total original contract time.

PREPARATION OF SUBGRADE AND BASE:

(1-16-96)

M5 R05

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the *2006 Metric Standard Specifications* except use an automatically controlled fine grading machine utilizing string lines, laser controls, or other approved methods to produce final subgrade and base surfaces meeting the lines, grades, and cross sections required by the plans or established by the Engineer.

No direct payment will be made for the work required by this provision as it will be considered incidental to other work being paid for by the various items in the contract.

DRY DETENTION BASIN:

SPI

Description

This work consists of the construction and maintenance of a basin at locations designated on the plans. This work includes placement of riser/drawdown structures.

The size of the detention basin and drawdown structure may be affected by site conditions during construction of the project. The quantity of materials may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Per Division 8 and 10 of *Standard Specifications*

Item	Section
Minor Drainage Structure	840
Drainage Ditch Excavation	240

Construction Methods

Dry detention basin is to be excavated and drawdown structure constructed as specified in the plans or as directed.

Measurement and Payment

Drainage Structures will be measured and paid for in accordance with Article 840-4 of the *Standard Specifications*.

Drainage ditch excavation will be measured and paid for in accordance with *Standard Specifications*.

Such price and payment will be full compensation for all work covered by this section, including, but not limited to furnishing all materials, labor, equipment, and incidentals necessary to construct the dry detention basin.

Payment will be made under:

Pay Item

Masonry Drainage Structure
Masonry Drainage Structure
Drainage Ditch Excavation

Pay Unit

Linear Meter
Cubic Meter
Cubic Meter

INSURANCE SPECIAL PROVISIONS (09/06)

CSX TRANSPORTATION, INC.

STATE PROJECT: 35196.2.3 (X-002B) COUNTY: Cumberland

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

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 CSXT and its Affiliates
- b. Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$3,000,000 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 \$500,000 combined single limit for bodily injury and/or property damage per occurrence
- d. Such other insurance as CSXT may reasonably require.

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

The insurance policies shall provide that the insurance carrier must give CSXT notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance.

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:

The work for project 35196.2.3 (X-0002B) along Murchison Road (NC 87- 210) within the CSX right of way from approximate milepost AE203.3 to approximate milepost AE204.1 in the City of Fayetteville in Cumberland County.

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 CSXT 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 CSXT. In addition, certificates of insurance evidencing the Prime Contractor’s Commercial General Liability Insurance shall be “issued” to CSXT **and** the Department at the addresses below, **and forwarded to the Department** for its review and transmittal to CSXT. No work will be permitted by CSXT on its 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:

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

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>one</u>
Number of trains per day	-	<u>22</u>
Maximum speed of trains	-	<u>79</u>

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