



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

October 7, 2013

Addendum No. 1

RE: Contract ID C203207

WBS # 5200.3.STR02T4D

F. A. # FRA-FR-HSR-0006-10-01-00

Rowan County (P-5206B, P-5206C, P-5206D)

NCRR/NSR Mainline Reid To North Kannapolis Railroad Roadbed (MP 337 To MP 348.3)

October 15, 2013 Letting

To Whom It May Concern:

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

The following revisions have been made to the P-5206C (Part 2 of 3) plans:

Sheet	Revisions
2, 2-A	Typical Section Nos. 2, 3, 4 & 5
3-A	Revised earthwork quantity for -M2-
4, 6-12, 15-21	Please see revisions to cross sections below. Most revisions made to these plan sheets are directly reflected in the cross sections (i.e. Revisions to height from subballast to base of 2:1 slope, changes to side slopes, details added/deleted, restationing of ditch details, slope stake revisions). Other revisions throughout include adding grade to drain arrows and cut to fill transitions. Below is an effort to list revisions to special ditches and significant areas of proposed grading that previously showed no grading.
7	LT ditch extended to 9256+50. Proposed grading added from about 9259+00 to 9263+00 RT.
8	LT ditch extended to 9276+00. RT ditch extended back to 9278+00.
10	LT ditch added 9293+50 to 9295+00. Proposed grading added 9295+00 to 9306+50 LT.
11-12	LT ditch added 9308+00 to 9309+50. RT ditch lowered/extended 9320+50 to 9324+50.
15	LT ditch added 9361+00 to 9361+50
16	RT ditch extended to 9374+50
17-18A	Proposed grading added 9383+00 to 9386+50 LT. Field located (approximate) storm drainage added at about 9386+00 LT. LT ditch width reduced from 9391+50 to 9403+50.
19-20	Proposed grading added from about 9420+50 to 9430+50 RT.
21	Proposed grading added from about RT ditch added from 9442+00 to 9442+50.

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.GOV

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

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P-5206 B, C & D
Rowan County

Sheet	Revisions
TMP-2, 5, 8	Revised phasing to construct all approaching roadway up to proposed crossing first to match the ICTs in the Contract.
EC-4, EC-6 thru 12, EC-15 thru 22, EC-24 thru 30, EC-33 thru 39	Revised silt fence and check dam locations to match revised Roadbed and Grading Set.

Please delete the above listed sheets in your plans and staple the revised sheets thereto.

The following revisions have been made to the P-5206C Cross-Section plans:

Sheet	Revisions
XSUM-1, XSUM-2	Revised earthwork quantity for -M2-
X-3	9222+50 LT
X-18	9256+00 TO +9256+50 LT
X-20 TO 22	9259+44 TO 9262+50 RT
X-26 TO 29	9270+00 TO 9271+50 RT; 9275+00 TO 9278+50 RT; 9276+00 LT
X-35 TO 43	9293+50 TO 9306+50 LT; 9305+00 TO 9306+50 RT; 9308+00 TO 9309+50 LT
X-46 TO 49	9319+00 TO 9324+50 RT; 9327+00 RT
X-57 TO 58	9343+50 TO 9344+00 RT
X-67	9361+50 LT
X-72	9372+50 TO 9374+50 RT
X-76 TO 78	9383+00 TO 9386+50 LT; 9384+00 TO 9384+50 RT
X-80 TO 85	9391+50 TO 9403+50 RT
X-89 TO 90	9408+00 to 9410+00 RT
X-92 TO 107	9413+00 TO 9413+50 RT; 9416+00 LT; 9417+00 RT; 9417+50 TO 9419+50 RT; 9419+00 LT; 9420+00 TO 9430+50 RT; 9431+50 LT&RT; 9434+50 TO 9437+50 LT; 9439+00 TO 9441+50 LT; 9442+00 TO 9448+50 RT; 9443+00 TO 9446+50 LT

Please delete the above listed sheets in your plans and staple the revised sheets thereto.

The following revision has been made to the Roadway Subsurface plans for P-5206C:

Sheet No. 3C has been revised to reflect the revised earthwork quantity for -M2-. Please void Sheet No. 3C in your plans and staple the revised Sheet No. 3C thereto.

The following revision has been made to the P-5206D (Part 3 of 3) plans:

Sheet No. 2 has been revised to correct the distance from top of rail to top of 12" compacted subballast. Please void Sheet No. 2 in your plans and staple the revised Sheet No. 2 thereto.

The following revisions have been made to the proposal:

On Page No. 1 the availability 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. The completion date has been re-evaluated in light of the new date of availability and it has been determined that no change will be made.

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Rowan County

On Page No. 2 the completion date has been revised within the project special provision entitled "Intermediate Contract Time Number 2 and Incentive/Disincentive". Please void Page No. 2 in your proposal and staple the revised Page No. 2 thereto.

On Page No. 3 some additional stationing was added for clarity within the project special provision entitled "Intermediate Contract Time Number 4 and Incentive/Disincentive".

On Page Nos. 16 and 17 and New Page Nos. 16A and 16B the project special provision entitled "Delay In Right of Entry (P-5206D)" has been added and the project special provisions entitled "Delay In Right of Entry (P-5206B)" and "Delay In Right of Entry (P-5206C)" have been revised. Please void Page Nos. 16 and 17 in your proposal and staple the revised Page Nos. 16 and 17 and New Page Nos. 16A and 16B thereto.

The Table of Contents has been revised to reflect above noted additional project special provision. Please void the Table of Contents in your proposal and staple the revised Table of Contents thereto.

On Page No. 19 the project special provision entitled "Schedule Of Estimated Completion Progress" has been revised. Please void Page No. 19 in your proposal and staple the revised Page No. 19 thereto.

On Page No. 102 a paragraph has been removed from the "Measurement and Payment" section of the project special provision entitled "MSE Retaining Wall."

On Page No. 242 the "Railroad Roadbed Table of Contents" has been revised to remove "Pipe Collars Under Railroad" and "Regrade Existing Railroad Roadbed" from the list. Please void Page No. 242 in your proposal and staple the revised Page No. 242 thereto.

Page Nos. 248 and 249 have been revised to remove the project special provision entitled "Pipe Collars Under Railroad". Please void Page Nos. 248 and 249 in your proposal and staple the revised Page Nos. 248 and 249 thereto.

On Page No. 250 the project special provision entitled "Regrade Existing Railroad Roadbed" has been deleted. Please void Page No. 250 in your proposal and staple the revised Page No. 250 thereto.

On the item sheets the following pay item quantity has been revised and a new pay item has been added:

<u>Item</u>	<u>Description</u>	<u>Old Quantity</u>	<u>New Quantity</u>
246-8801000000-E-SP	MSE Retaining Wall No. A	1,300 SF	470 SF
272-0192000000-N- 260	Proof Rolling	NEW ITEM	60 HR

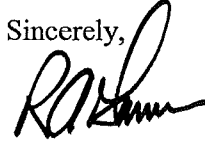
The Contractor's bid must be based on this revised pay item quantity and must include this new pay item. The contract will be prepared accordingly.

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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
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

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PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

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SPI G07 A

The date of availability for this contract is **February 3, 2014**, 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 **May 15, 2017**.

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)

108

SPI G13 A

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 **February 3, 2014**.

The completion date for this intermediate contract time is **November 16, 2016**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars (\$2,000.00)** 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.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND INCENTIVE/DISINCENTIVE:

The Contractor shall complete all required work shown on the plans that is not in conflict with the existing operating track, including installation and maintenance of erosion control, seeding and mulching, clearing & grubbing, undercutting, installation of ditches and pipe necessary for positive drainage, subsurface drainage, grading and compaction of rail bed, access roads and laydown areas, placement of asphalt underlayment, placement and compaction of sub-ballast, and improvements to at-grade crossings or the removal of at-grade crossings or pavement, in accordance with plans and details. Portions of work in this ICT are detailed in the Traffic Management Plans. The station limits for this intermediate contract time are:

- M1- Station 9512+00 to 9569+00,
- Y52- Station 12+00 to 16+00,
- Y53- Station 12+20 to 18+20,
- YL- Station 44+00 to 48+00.

The date of availability for this intermediate contract time is the date the Contractor elects to begin this work.

The completion date for this intermediate contract time is **June 24, 2014**.

It is mutually agreed that time is of the essence in completing **the work as stated above**. It is further mutually agreed a delay in completing this work will result in damage due to increased engineering and inspection costs to the Department of Transportation, great hardship to the general public, public inconvenience, obstruction of traffic, interference with business, and increased cost of maintaining traffic.

By reason of the necessity of expeditious completion of the work **as stated above**, it is mutually agreed, the Contractor shall receive an incentive payment of **Two Thousand Dollars (\$2,000.00)** per calendar day for each day prior to **June 24, 2014** that this work is completed. Incentive payment shall be limited to a maximum of **Forty Thousand Dollars (\$40,000.00)**. No incentive payment shall be allowed for any calendar day after **June 24, 2014** that this work remains incomplete. This **June 24, 2014** date shall be utilized in determining incentive payments and it shall not be revised for any reason whatsoever. Incentive payment determined to be due the Contractor, shall be paid by the Department within forty-five (45) calendar days after completion of all work. No incentive payment shall be allowed if the contract is terminated under the provisions of Article 108-13 of the *2012 Standard Specifications*.

Disincentive of **Two Thousand Dollars (\$2,000.00)** per calendar day shall be assessed the Contractor for each day beyond the completion date the work is not completed.

The Engineer shall withhold the disincentives as they accrue from the amount of monies due on work performed in the contract. The withholding of the disincentives shall be in addition to the normal percentage retained as noted in Article 109-4 of the *2012 Standard Specifications*.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

The Contractor shall complete all required work shown on the plans that is not in conflict with the operating track that was not completed in **ICT 2** due to conflict with the existing operating track. This work may include but is not limited to installation and maintenance of erosion control, seeding and mulching, clearing & grubbing, undercutting, installation of ditches and pipe necessary for positive drainage, subsurface drainage, grading and compaction of rail bed, access roads and laydown areas, placement of asphalt underlayment, placement and compaction of sub ballast, and improvements to at-grade crossings or the removal of at-grade crossings or pavement, in accordance with plans and details. The station limits for this intermediate contract time are:

-M1- Station 9525+00 to 9569+00.

The date of availability for this intermediate contract time is the date the Contractor elects to begin this work.

The completion date for this intermediate contract time will be the date which is **sixty (60) consecutive calendar days after the Engineer notifies the contractor that NSR has moved train operations to Track -M2- and removed the existing track to allow the contractor to complete the work in ICT 3**

The liquidated damages are **Two Thousand Dollars (\$2,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND INCENTIVE/DISINCENTIVE:

The Contractor shall complete all required work shown on the plans that is not in conflict with the existing operating track including installation and maintenance of erosion control, seeding and mulching, clearing & grubbing, track removal, undercutting, installation of ditches, subsurface drainage, and pipe necessary for positive drainage, grading and compaction of rail bed, access roads and laydown areas, placement of asphalt underlayment, placement and compaction of sub ballast, improvements to at-grade crossings or the removal of at-grade crossings or pavement, and construction or replacement of fences and guardrail, in accordance with plans and details. Portions of work in this ICT are detailed in the Traffic Management Plans. The station limits for this intermediate contract time are:

-M1- Station 9096+00 to 9275+00 and -A1- Station 9096+00 to 9103+86.06, including industrial sidings -A2-, -A3- and -A4-.

-Y4- Station 10+00 to 16+60.

The date of availability for this intermediate contract time is the date the Contractor elects to begin this work.

The completion date for this intermediate contract time is **July 21, 2014**.

C203207 (P-5206B, C, D)

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Rowan County

DELAY IN RIGHT OF ENTRY (P-5206B):

(7-1-95)

108

SP1 G22 B

The Contractor will not be allowed right of entry to the following parcels prior to the listed dates unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
002B	Mark Stout	2/3/14
003B-A	Corrine Stiller Demarcus	2/3/14
003B-BZ	Jimmie C. Higgins	2/3/14
008B	Daryl R. Allen	1/3/14
010B	Nellie L. Myers	12/3/13
011B	George Bradshaw	2/3/14
012B	George Bradshaw	4/3/14
013B	Essroc Cement Corp	12/3/13
015B	Universal Forest Products Eastern Company, Inc.	12/3/13
016B	Universal Forest Products Eastern Company, Inc.	12/3/13
017B	Robert William Gainer	12/3/13
018B	Universal Forest Products Eastern Company, Inc.	12/3/13
026B	Henry Vaneseltine	12/3/13
027B	Henry Vaneseltine	12/3/13
028B	Saundra Hoffner & Brandi Sloop	12/3/13
029B	Tyler North America	12/3/13
030B	Rowan Bolt & Supply Inc.	12/3/13

DELAY IN RIGHT OF ENTRY (P-5206C):

(7-1-95)

108

SP1 G22 B

The Contractor will not be allowed right of entry to the following parcels prior to the listed dates unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
003C	Walter Harding	1/3/14
004C	Grove Supply Co. Inc.	2/3/14
005C	Keystone North Carolina	2/3/14
006C	Larry Stewart Haynes	2/3/14
008C	Jeffery O'Brien Atkins	2/3/14
011C	William A. Ritchie	12/3/13
012C	Michael Dial	12/3/13
015C	Rowan Health Services	12/3/13
016C	Raymond Lassiter, DDS	2/3/14
018C	Larry Stirewalt	2/3/14
019C	Gerald W. Starnes	2/3/14
020C	Thomas L. Graver	12/3/13
025C	Rowan Health services	12/3/13
026C	Eva Stewart	2/3/14
027C	Eva Stewart	2/3/14

C203207 (P-5206B, C, D)

16A

Rowan County

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
028C	Allen Welter	2/3/14
030C	Luthern Chapel Church	12/3/13
031C	Mt. Zion United Church of Christ	12/3/13
034C	Concord Telephone Co.	12/3/13
036C	Elbert S. Efirid	2/3/14
037C	BITTLE DEAL	1/3/14
038C	Mt. Zion Church of Christ	12/3/13
039C	Dayvault Family Limited	12/3/13
040C	James E. Kimball	12/3/13
043C	Mt. Zion Church of Christ	12/3/13
045C	The Plumbing Shoppe, Inc.	12/3/13
052C	Copart of Conn.	12/3/13
053C	Billie R. Stripling & Copart	12/3/13
054C	Billy Gray Bowan	12/3/13
055C	Town of China Grove	12/3/13
058C	China Grove Partners, Inc.	12/3/13
059C	Huffman investments	12/3/13
061C	Carol Deame	12/3/13
063C	Randy Fleming	12/3/13
065C	Primojustice Properties, LLC	12/3/13
003C	Walter Harding	1/3/14
004C	Grove Supply Co. Inc	2/3/14
005C	Keystone North Carolina	2/3/14
006C	Larry Stewart Haynes	2/3/14
008C	Jeffery O'Brien Atkins	2/3/14
011C	William A. Ritchie	12/3/13
012C	Michael Dial	12/3/13
015C	Rowan Health Services	12/3/13
016C	Raymond Lassiter, DDS	2/3/14
018C	Larry Stirewalt	2/3/14
019C	Gerald W. Starnes	2/3/14
020C	Thomas L. Graver	12/3/13
025C	Rowan Health services	12/3/13
026C	Eva Stewart	2/3/14
027C	Eva Stewart	2/3/14
028C	Allen Welter	2/3/14
030C	Luthern Chapel Church	12/3/13
031C	Mt. Zion United Church of Christ	12/3/13
034C	Concord Telephone Co.	12/3/13
036C	Elbert S. Efirid	2/3/14
037C	Bittle Deal	1/3/14
038C	Mt. Zion Church of Christ	12/3/13
039C	Dayvault Family Limited	12/3/13
040C	James E. Kimball	12/3/13

C203207 (P-5206B, C, D)

16B

Rowan County

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
043C	Mt. Zion Church of Christ	12/3/13
045C	The Plumbing Shoppe, Inc	12/3/13
052C	Copart of Conn.	12/3/13
053C	Billie R. Stripling & Copart	12/3/13
054C	Billy Gray Bowan	12/3/13
055C	Town of China Grove	12/3/13
058C	China Grove Partners, Inc	12/3/13
059C	Huffman investments	12/3/13
061C	Carol Deanne	12/3/13
063C	Randy Fleming	12/3/13
065C	Primojustice Properties, LLC	12/3/13

DELAY IN RIGHT OF ENTRY (P-5206D):

(7-1-95)

108

SP1 G22 B

The Contractor will not be allowed right of entry to the following parcels prior to the listed dates unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
007D	Blackwelder Park Baptist Church	3/3/14
18D	Linda J. Leonard	2/3/14
022D	William Boyd Goodman	2/3/14
024D	Justin Mills	2/3/14
064D	Broadway Associates	1/3/14
065D	Farrell A. James	1/3/14
079D	Estate of Gene F. Davis	1/3/14
080D	Bellena, LLC	1/3/14
083D	Frank Eugene Weddington	1/3/14
084D	David Espy Lambert	2/3/14
085D	David Moore	2/3/14
086D	Derrick Lee Van Pelt	1/3/14
087D	Greg Stamey	1/3/14
091D	Richard D. Effird	1/3/14
092D	Quentin Williamson, et al.	2/3/14
093D	Quentin Williamson, et al.	2/3/14
094D	Ralph Pavero	2/3/14
096D	David Leonard	1/3/14
100D	Howard D. Durham	2/3/14
101D	Janette H. Bame	2/3/14
102D	Prince of Pizza, inc	2/3/14
103D	Merchant's Distributors	2/3/14
104D	Carolina Comfort Heating & Air Conditioning	2/3/14
105D	Thomas R. Leebrick	2/3/14
106D	Diane Reid Troutman	2/3/14
107D	Rodney G. Holbrooks	2/3/14

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
108D	Iron Masters LLC	2/3/14
109D	George Bannett	1/3/14
110D	Aldo Products Co., Inc.	2/3/14
111D	Gwyn David Hartsoe	1/3/14
112D	Deutse Bank	1/3/14
114D	Kannapolis Service Co., LLC	2/3/14
120D	John Allen Hall	2/3/14
121D	Eddie Durham	2/3/14

PROGRESS SCHEDULE (RAIL):

(2-19-13)

SP1 G25

The Contractor shall prepare and submit for review and approval a Progress Schedule as set forth in Section 108 of the *Standard Specification*, the Railroad Coordination Special Provision, and as amended herein.

The schedule shall include activity descriptions with beginning and ending dates, partial completion (in percentage or time format). Railroad roadbed activities should include beginning and ending stations of roadbed section. The schedule shall include activities or milestones indicating when NSR flagmen and construction forces should be mobilized to the site.

In addition to those requirements listed above and in Section 108 of the *Standard Specifications*, the Contractor shall include the following activities or milestones in the schedules, where applicable:

- (A) Beginning and ending dates for each phase or section of railroad roadbed work.
- (B) Expected beginning and ending dates for each phase of track work required to be performed by NSR, based on the durations indicated in the Railroad Coordination Special Provision or as coordinated with the Engineer and Railroad Engineer.

C203207 (P-5206B, C, D)

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Rowan County

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___ " Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-21-13)

108-2

SP1 G58

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:

Fiscal Year		Progress (% of Dollar Value)
2014	(7/01/13 - 6/30/14)	22% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	43% of Total Amount Bid
2016	(7/01/15 - 6/30/16)	28% of Total Amount Bid
2017	(7/01/16 - 6/30/17)	7% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**DISADVANTAGED BUSINESS ENTERPRISE FOR RAILROAD PIEDMONT
IMPROVEMENT PLAN (PIP):**

(12-18-12) (Rev. 5-21-13)

102-15(J)

SP1 G64

Description

The purpose of this Special Provision is to promote the solicitation and use of disadvantaged minority and woman-owned businesses in the rail PIP projects let by the Department of Transportation.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and ditches or concrete slope protection with silicone sealant.

7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall No. ___ will be measured and paid in square feet. MSE walls will be measured as the square feet of exposed wall face area with the height equal to the difference between top and bottom of wall elevations. Define "top of wall" as top of coping or top of panels or SRW units for MSE walls without coping. Define "bottom of wall" as shown in the plans and no measurement will be made for portions of MSE walls embedded below bottom of wall elevations.

The contract unit price for *MSE Retaining Wall No. ___* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, backfilling, hauling and removing excavated materials and supplying site assistance, leveling pads, panels, SRW units, reinforcement, aggregate, wall drainage systems, geotextiles, bearing pads, coping, miscellaneous components and any incidentals necessary to construct MSE walls. The contract unit price for *MSE Retaining Wall No. ___* will also be full compensation for reinforcement connected to and aggregate behind end bent caps in the reinforced zone, if required.

The contract unit price for *MSE Retaining Wall No. ___* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material behind the reinforced zone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item
MSE Retaining Wall No. ___

Pay Unit
Square Foot

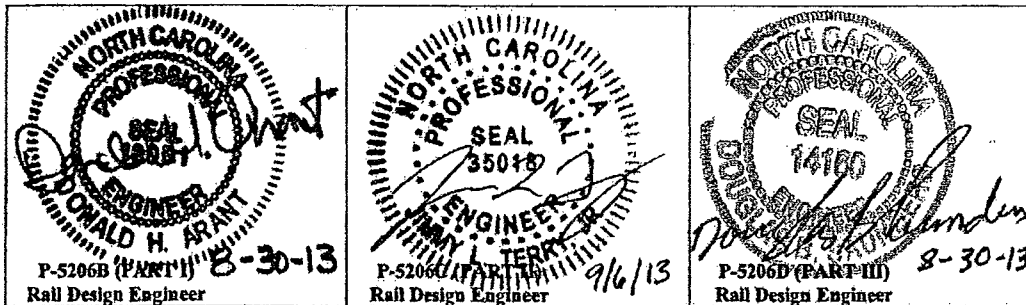
RAILROAD SPECIAL PROVISIONS FOR ROADBED

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RAILROAD ROADBED

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Where BCCMP has to be cut to achieve the proper length, such cutting shall be done with an abrasive saw so as to prevent damage to the pipe coating. Flame cutting shall not be permitted. Damage to the shop coating by this or any other work shall be field repaired by the Contractor by using asphalt paint. Repairs shall be at no cost to the Department or the Railroad.

Measurement and Payment

Pipe will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 ft. Select bedding and backfill material will be included in the cost of the installed pipe.

Payment will be made under:

Pay Item	Pay Unit
___" B.C.C.M. Pipe Culverts, ___" Thick	Linear Foot
___" B.C.C.M. Pipe Elbows, ___" Thick	Each

ENDWALLS

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.

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REMOVE EXISTING HEADWALLS**Description**

The contractor shall remove existing headwalls at locations shown on the plans.

Construction Methods

The contractor shall remove and dispose of existing headwalls at locations shown on the plans after the pipes they are attached to are abandoned and filled with flowable fill in accordance with the Standard Specifications.

Measurement and Payment

No separate measurement or payment will be made for removal of existing headwalls as such will be considered to be part of the work being paid for as *Grading*.

RAILROAD TRACK TO BE REMOVED

The Department's Contractor shall remove the existing siding track as shown in the plans and dispose of the materials appropriately in accordance with local regulations.

Description

Furnish the labor, materials, tools and equipment necessary to remove the existing track which includes the rail, cross ties, tie plates, anchors, spikes and disposal of the materials.

Ownership of Material

All salvaged material from the removal of the existing track shall remain the property of the Department's Contractor except for the wooden cross ties. The cross ties will remain the property of NSR and shall be removed and neatly stacked at a location directed by the

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Railroad Engineer. The contractor shall give consideration to the salvage value of the materials when making his bid.

Measurement and Payment

The quantity of "Railroad Track to be Removed", which is to be paid for, will be the actual number of track feet of track which is acceptably removed, measured between the rails along the center line of the track prior to the track being removed.

Payment will be made under:

Pay Item	Pay Unit
Railroad Track to be Removed	TF