

# NOTIFICATION OF ADDENDUM

## ADDENDUM NO. 1

**DATED 12/07/2010**

<b>Control</b>	<b>6219-79-001</b>
<b>Project</b>	<b>RMC - 621979001</b>
<b>Highway</b>	<b>US0067</b>
<b>County</b>	<b>PECOS</b>

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: RMC - 621979001

CONTROL: 6219-79-001

COUNTY: PECOS

LETTING: 12/08/2010

REFERENCE NO: 1207

**PROPOSAL ADDENDUMS**

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PROPOSAL COVER

BID INSERTS (SH. NO.:

GENERAL NOTES (SH. NO.:

X SPEC LIST (SH. NO.: 1-2

X SPECIAL PROVISIONS:

ADDED: 007-780

DELETED:

SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

OTHER:

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

SPECIAL PROVISION 007-780 HAS BEEN CORRECTED WITH THE CORRECT CCSJ:  
REMOVED 0075-02-025, ETC., ADDED 6219-79-001.

CONTROL : 6219-79-001  
PROJECT : RMC - 621979001  
HIGHWAY : US0067  
COUNTY : PECOS

TEXAS DEPARTMENT OF TRANSPORTATION

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF  
----- TRANSPORTATION JUNE 1, 2004.  
STANDARD SPECIFICATIONS ARE INCORPORATED  
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS  
ITEM 316 SURFACE TREATMENTS (210)(300)(302)<520>  
ITEM 500 MOBILIZATION  
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING  
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL  
CONTROLS  
ITEM 662 WORK ZONE PAVEMENT MARKINGS (666)(668)(672)(677)  
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316)(318)(662)(677)(678)  
ITEM 668 PREFABRICATED PAVEMENT MARKINGS  
ITEM 672 RAISED PAVEMENT MARKERS (677)(678)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE  
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED  
HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"  
(000---011)  
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES"  
(000--1493)  
SPECIAL PROVISION TO ITEM 1 (001---015)  
SPECIAL PROVISION TO ITEM 2 (002---017)  
SPECIAL PROVISION TO ITEM 3 (003---033)  
SPECIAL PROVISION TO ITEM 4 (004---017)  
SPECIAL PROVISION TO ITEM 5 (005---004)  
SPECIAL PROVISION TO ITEM 6 (006---030)  
SPECIAL PROVISIONS TO ITEM 7 (007---740)(007---780)  
SPECIAL PROVISIONS TO ITEM 9 (009---012)(009---015)  
SPECIAL PROVISION TO ITEM 300 (300---032)

SPECIAL PROVISION TO ITEM 302 (302---010)  
SPECIAL PROVISION TO ITEM 316 (316---016)  
SPECIAL PROVISION TO ITEM 500 (500---005)  
SPECIAL PROVISION TO ITEM 502 (502---033)  
SPECIAL PROVISION TO ITEM 672 (672---034)  
SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 8251 (8251--005)

SPECIAL SPECIFICATIONS:

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ITEM 8094 MOBILE RETROREFLECTIVITY DATA COLLECTION FOR PAVEMENT  
MARKINGS

ITEM 8251 REFLECTORIZED PAVEMENT MARKINGS WITH RETROREFLECTIVE  
REQUIREMENTS (316)(318)(502)(677)(678)(8094)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER  
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-  
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL  
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-  
CATIONS FOR THIS PROJECT.

## SPECIAL PROVISION

### 007---780

#### Legal Relations and Responsibilities

For this project, Item 007, “Legal Relations and Responsibilities,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 7.4. Insurance and Bonds** is supplemented by the following:

Comply with the additional insurance requirements and other conditions set forth herein.

- The Contractor shall obtain additional insurance coverage in the following types and amounts as shown in Table 2. Provide certification of the Workers Compensation, Commercial General Liability, Business Automobile, and Protective Liability policies to the Department and the Railroad Company.
- Do not work on the Railroad Company's property until the Department and the Railroad have been provided the insurance certificates and original policies required in Table 2.
- Policies issued for Railroad Protective Liability coverage listed in Table 2 must be issued for and on behalf of the Railroad. Maintain the Railroad Protective Liability insurance until all work on the railroad right of way has been completed. Where more than one Railroad Company is operating on the same right of way or where several railroad companies are involved and operate on their own separate rights of way, provide separate insurance policies in the name of each Railroad Company.

**Table 2  
Additional Insurance Requirements**

Type of Insurance	Amount of Coverage(minimum)
Workers Compensation	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$2,000,000 / \$2,000,000
Business Automobile	\$2,000,000 combined single limit
Railroad Protective Liability:	\$2,000,000 / \$6,000,000

- Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor’s coverage.
- Stop all work if any of the insurance lapses for any reason. Should any coverage lapse, provide the Department and the Railroad with new certificates and new policies of the insurance.

- No direct compensation will be made to the Contractor for providing the insurance policies required herein as the costs involved shall be included in the unit prices bid for the several pay items of the proposal.
- The corporate name and address of the Railroad Company in whose name the Railroad Protective Liability Policy is to be issued, is as follows:

**Texas - New Mexico Railroad Company  
c/o Permian Basin Railways  
118 South Clinton Street, Suite 400  
Chicago, IL 60661-5772**

**DOT No. 864 610U, Winkler County, SH 302 southwest of Kermit**

The estimated cost of the work to be performed by the contractor within 50 feet of the operating track or tracks is one one-hundredth of a percent (0.01%) of the estimated contract cost. There is one (1) regularly scheduled train at 40 mph and zero (0) switching movements per day at this location.

**Article 7.16. Work Near Railroads** is supplemented by the following.

- The Railroad may require the Contractor to comply with specified conditions and obligations prior to performing any work within the Railroad right of way. The Contractor should contact the Railroad's designated representative regarding what may be required by the Railroad. The Contractor shall comply with the insurance requirements and other conditions set forth herein. Any costs and fees that may be incurred by the Contractor to meet the requirements identified herein will be considered subsidiary to the various bid items.

**The Texas – New Mexico Railroad Company's Representative Contact Information:**

Mr. Bruce Carswell  
General Manager  
Texas – New Mexico Railroad Company  
821 West Broadway Street  
Brownfield, Texas 79316-4215  
Telephone: 806-637-8323  
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