



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

November 02, 2022

Addendum No. 1

RE: Contract # C204540

WBS # 54016.3.1

STATE FUNDED

Wayne County (U-5724)

SR-1709 (CENTRAL HEIGHTS RD) AT US-13 (BERKELEY BLVD)

November 15, 2022 Letting

To Whom It May Concern:

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

The following revisions have been made to the proposal.

Page No.	Revision
Proposal Cover	Note added that reads "Includes Addendum No. 1 Dated 11-02-2022".
Table of Contents	Revised to show Unit Project Special Provision entitled RAILROAD INSURANCE.
RI-1 to RI-25 (New)	Unit Project Special Provision entitled RAILROAD INSURANCE (North Carolina Railroad / Norfolk Southern Railway--Special Provisions for Protection of Railway Interests (June 29, 2022) added.

Please void the above listed Pages in your proposal and staple the revised Pages thereto. Staple New Pages RI-1 thru RI-25 after existing Page RR-6 in your proposal.

The contract will be prepared accordingly.

Sincerely,

DocuSigned by:
Ronald Elton Davenport, Jr.
F81B6038A47A442...

Ronald E. Davenport, Jr., PE
State Contract Officer
RED/cms

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CONTRACT STANDARDS AND DEVELOPMENT
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Attachments

cc: Mr. Boyd Tharrington, PE
Mr. Keith Eason, PE
Mr. Jon Weathersbee, PE
Mr. Ken Kennedy, PE
Project File (2)

Mr. Forrest Dungan, PE
Ms. Jaci Kincaid
Ms. Penny Higgins
Ms. Lori Strickland
Mr. Mike Gwyn

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

PROPOSAL

INCLUDES ADDENDUM No.1 DATED 11-02-2022

DATE AND TIME OF BID OPENING: **Nov 15, 2022 AT 02:00 PM**

CONTRACT ID C204540
WBS 54016.3.1

FEDERAL-AID NO. STATE FUNDED
COUNTY WAYNE
T.I.P NO. U-5724
MILES 0.938
ROUTE NO. SR-1709
LOCATION SR-1709 (CENTRAL HEIGHTS RD) AT US-13 (BERKELEY BLVD).

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND CULVERT.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & CULVERT PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

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North Carolina Railroad / Norfolk Southern Railway – Special Provisions for Protection of Railway Interests (June 29, 2022)

1. AUTHORITY OF COMPANY ENGINEER, RAILROAD ENGINEER AND SPONSOR ENGINEER:

Under the terms of these provisions, the North Carolina Railroad Company shall hereinafter be called the “Company” and the Norfolk Southern Railway Company shall hereinafter be called “Railroad”.

The term “Company Corridor” is hereinafter defined as the 317 mile long railroad corridor property, generally 200 feet in width, owned by Company in which the Railroad operates and maintains, under a Master Agreement, a railroad.

The Railroad and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Projects impacting the Railroad, the Railroad’s Public Improvement Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The Company and their authorized representative shall have final authority in all matters for Projects impacting the Company’s property, which lie entirely beyond 25 feet from the tracks and do not impact the railroad tracks but is still within the Company Corridor. The Company’s Engineer, hereinafter referred to as “Company Engineer”, will serve as the authorized representative of the Company.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Company and Railroad. The Contractor must request from Company and Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on the Company’s Corridor until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required North Carolina Railroad Company Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with a copy to the Company Engineer, and with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Company’s Corridor.
3. Obtained written approval from the Company and Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad and Company do not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad and Company must have the full original countersigned policy.

Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

4. Obtained Railroad Protective Services as required by paragraph 7 herein.
 5. Obtained written authorization from the Railroad to begin work on Company's Corridor, such authorization to include an outline of specific conditions with which the Contractor must comply.
 6. Furnished a schedule for all work within the Company's Corridor as required by paragraph 7.B.1. to the Company and Railroad.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Company's Corridor must be coordinated with the Company's utility occupancy process. The Contractor must receive approval from the Company prior to commencing any utility work.
3. INTERFERENCE WITH RAILROAD OPERATIONS:
- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Company or Railroad or to poles, wires, and other facilities of tenants on the Company's Corridor. Whenever 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. Any work to be performed by the Contractor which requires Railroad Protective Services or inspection service shall be deferred by the Contractor until the Railroad Protective Services or inspection service required by the Railroad is available at the job site.
 - B. Whenever work within Company's Corridor is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
 - C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad and Company, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Company, the Railroad or the Sponsor.
 - D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid

excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Company Corridor, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for Railroad Protective Services as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Company Engineer and the Sponsor's Engineer have received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Company's Corridor and property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.

- c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
- d. In accordance with these Special Provisions.

2. Submittal Requirements

- a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and the Company Engineer.
- b. The Contractor shall allow for a minimum of 45 days for the Railroad's, and Company's if required, review and response.
- c. All work in the vicinity of the Company's Corridor and property that has the potential to affect the Railroad's train operations or disturb the Company's or Railroad's Property must be submitted and approved by the Railroad, and Company if required, prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the State of North Carolina.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittal are reviewed by the Railroad for impacts to Railroad operations only. Approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures

- (2) Bearing Shop Drawings and Material Certifications
- (3) Shop Drawings for drainage, handrails/fencing and expansion dams
- (4) Concrete Mix Design
- (5) Structural Steel, Rebar, and/or Strand Certifications
- (6) 28 day Cylinder Test for Concrete Strength
- (7) Waterproofing Material Certification
- (8) Dampproofing materials
- (9) Test Reports for all steel
- (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Company's Corridor.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zone 1,2, or 3) as shown on NS Typical Drawing No.4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the State of North Carolina, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6-Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
6. The Contractor shall be required to survey the track(s) and railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Company's Corridor.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.

- b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
 2. All closed pipeline systems shall be installed in accordance North Carolina Railroad Company's Form NCR 102 - Specifications for Pipeline Occupancy of North Carolina Railroad Property.
- F. Wire Line Installations
 1. All wireline systems shall be installed in accordance North Carolina Railroad Company's Form NCR 101 - Specifications for Wire, Conduit and Cable Occupations of North Carolina Railroad Property.
- G. Demolition Procedures
 1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) the Company's Corridor; and in all situations where cranes will be situated on, over, or adjacent to the Company's Corridor and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Company and Railroad property must be protected from damage during the procedure.
 - c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
 - d. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire demolition procedure period.
 - e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
 - f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.
 2. Submittal Requirements
 - a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Company and Railroad facilities

as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been “built-in” to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane’s hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been “built-in” to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.

- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Company's track and other facilities, as determined by the Railroad Engineer.

H. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) the Company's Corridor; and in all situations where cranes will be situated on, over, or adjacent to the Company's Corridor and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Company's Corridor.
- c. Railroad tracks and other Company and Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer or the Railroad Engineer's designated representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Company property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead

Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad and Company facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of a North Carolina Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the

final plan without prior review from the Sponsor and the Railroad.

- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

I. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Company or Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or the Railroad Engineer's authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such Railroad Protective Services as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at the Contractor's expense any track misalignment or other damage to Company or Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.

- h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
 2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in the Railroad representative's opinion, blasting is too hazardous or is not in accord with these special provisions.
 3. The Contractor must hire, at no expense to the Railroad or the Company, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if the blasting consultant concludes that the Contractor's blasting operations are endangering the Company or Railroad.
 - d. Submit a letter acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
 4. The request for permission to use explosives on the Company's Corridor shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Company and Railroad structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.

- d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.
 - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
 - n. A copy of the Sponsor's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that the blasting consultant has been engaged to oversee the entire blasting operation and that the blasting consultant approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
 - q. A copy of the borings and Geotechnical information or report.
- J. Track Monitoring
- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad or Company's track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad

or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense

K. Maintenance of Railroad and Company Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within the Company's Corridor and repair any other damage to the property of the Railroad, Company or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

L. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the Company's Corridor or property without first having obtained permission from the Company Engineer and Railroad Engineer, and such permission will be with the understanding that the Company and Railroad will not be liable for damage to such material and equipment from any cause and that the Company Engineer or Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by protective services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Company and Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

M. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Company's Corridor and property, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said Corridor and property in a neat condition satisfactory to the Company Engineer and Railroad Engineer or their authorized representatives.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Company or Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Company or Railroad by the Contractor.

7. RAILROAD PROTECTIVE SERVICES:

A. Requirements:

1. Railroad Protective Services will not be provided until the Contractor's insurance has been reviewed and approved by the Company and Railroad.
2. Under the terms of the agreement between the Sponsor, the Company and the Railroad, the Railroad has sole authority to determine the need for Railroad Protective Services required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Company's Corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb Railroad operations or a Company structure or the Company roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by Railroad Protective Services.
3. Normally, the Railroad will assign one Railroad Protective Services personnel to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) Railroad Protective Services personnel may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, Railroad Protective Services personnel may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the Railroad Protective Services personnel a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the Railroad Protective Services personnel can check in/out with the Project, as well as to the Railroad Protective Services's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the Railroad Protective Services personnel's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad Protective Services should be scheduled to limit the presence of such personnel at the site. Railroad approval will be required for any Railroad Protective Services requests in excess of 40 hours per week, and in such cases, should be limited to a maximum of 50 hours per week.
2. Not later than the time that approval is initially requested to begin work on Company's Corridor, Contractor shall furnish to the Railroad, the Company and the Sponsor a schedule for all work required to complete the portion of the project within the Company's Corridor and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. The Railroad Protective Services personnel may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of the intent to begin work within the Company's Corridor in accordance with this special provision, and must receive

written or verbal confirmation of this request from the Railroad representative. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 10 working days of advance notice before resuming work on Company Corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if Railroad Protective Services will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If Railroad Protective Services are required, no work shall be undertaken until the Railroad Protective Services personnel is present at the job site. It may take up to 30 days or longer to obtain Railroad Protective Services initially from the Railroad. When Railroad Protective Services begin, the Railroad Protective Services personnel is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If Railroad Protective Services become unnecessary and are suspended, it may take 30 days or longer to again obtain Railroad Protective Services from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before Railroad Protective Services may be discontinued and responsibility for payment stopped.

4. If, after the Railroad Protective Services personnel is assigned to the project site, an emergency arises that requires the personnel's presence elsewhere, then the Contractor shall delay work on Company Corridor until such time as the personnel is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor, the Company or the Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of Railroad Protective Services which may be required to accomplish the construction.
2. The estimated cost of Railroad Protective Services is the current rate per day based on a 12-hour workday. This cost includes the base pay for the Railroad Protective Services personnel, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the personnel who is available for Railroad Protective Services at the time the service is required.
3. Work by a Railroad Protective Services personnel in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a Railroad Protective Services personnel in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the Railroad Protective Services rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Railroad Protective Services costs are subject to change.

The above estimates of Railroad Protective Services costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's Railroad Protective Services personnel will electronically enter Railroad Protective Services time via Railroad's electronic billing system. Any complaints concerning Railroad Protective Services must be resolved in a timely manner. If the need for Railroad Protective Services is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to the Railroad Engineer.
2. The Railroad Protective Services personnel assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that Railroad Protective Services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the Railroad Protective Services personnel's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across tracks of the Company or Railroad, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad and Company, the Contractor will be required to make all necessary arrangements with the Railroad and Company regarding means of transporting such materials across the tracks of the Company or Railroad. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Company or Railroad unless specific authority for its installation, maintenance, necessary watching and Railroad Protective Services thereof and removal, until a temporary private crossing agreement has been executed between the Contractor, Company and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities owned by the Company or Railroad and which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor, Company and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad and/or Company.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad and/or Company for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Company. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor, the Company or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON COMPANY'S CORRIDOR:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Company's Corridor as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training. However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the Railroad.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the Railroad.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON COMPANY RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and Railroad Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without Railroad Protective Services personnel authorized to obtain track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad official and Railroad Protective Services personnel.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and Railroad Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established in accordance with the minimum temporary horizontal clearance contained in Section 4.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the Railroad Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Railroad Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad and Company embankment with heavy equipment without specific permission from the Railroad Engineer and Railroad Protective Services personnel.
- M. No equipment or materials will be parked or stored on Company's Corridor or property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Company Corridor or property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad Protective Services personnel to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- 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. Commercial General Liability (“CGL”) policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Company and Railroad specified in item B.1.c. below both as the certificate holders and as an additional insured, and shall include a severability of interests provision.
 2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years. Said policy or policies shall be endorsed to name Company and Railroad specified in item B.1.c below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
 3. Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee’s officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
 4. Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
 5. All insurance required in Section 14.A (excluding any Workers’ Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, affiliated companies and North Carolina Railroad Company as additional insureds with an appropriate endorsement to each policy.
 6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad and Company as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad and Company may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad or Company may have secured for itself.
 7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 14.A shall include a waiver subrogation in favor of Railroad with an appropriate endorsement to each policy.
 9. All policies required in Section 14.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
 10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Norfolk Southern Railway Company and its parent, subsidiary, affiliated companies and North Carolina Railroad Company as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
 11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 13.A shall be disclosed and approved by Norfolk Southern Railway Company and North Carolina Railroad Company with a request made for approval to NSRISK3@nscorp.com and insurance01@ncrr.com respectively.
 12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 14.A.
- B. In addition to the insurances required in Section 14.A, the Contractor shall also procure on behalf of the Railroad and Company for the entirety of the project:
1. Railroad Protective Liability Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The standards for the Railroad Protective Liability Insurance are as follows:
 - a. The insurer must be rated A- or better by A.M. Best company, Inc.
 - b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
 - c. The named insured on each policy as required to be issued to each Company and to Railroad shall read: (NOTE: The below insured is to be treated separately as an insured on each railroad protective policy for a total of (2) two separate policies being issued.)

COMPANY

North Carolina Railroad Company
 2809 Highwoods Boulevard
 Raleigh, NC 27604-1000
 Attn: Infrastructure Manager; and

(NOTE: Company does not share coverage on RRPL with any other entity on this policy)

RAILROAD

Norfolk Southern Corporation and its subsidiaries
 650 West Peachtree Street NW – Box 46
 Atlanta, Georgia 30308
 Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- h. Endorsements/forms that are required are:
 - (1) Physical damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage

- (6) A Non-Cumulation of Liability of Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement of amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.
- C. All insurance required under Section 14.A and 14.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company and Railroad. Prior to entry on Company's Corridor, the original electronic Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Company and Railroad for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Insurance compliance with the requirements of 14.A shall be issued to the Company and Railroad at the same time the Railroad Protective Liability Insurance Policy is submitted. . No work will be permitted by Railroad on the Company's Corridor until both the Company and Railroad have reviewed and approved the evidence of insurance required herein.

SPONSOR:

North Carolina Dept. of Transportation
Surfaces & Encroachment Manager
1556 Mail Service Center
Raleigh, North Carolina 27699

RAILROAD:

Risk Management
Norfolk Southern Railway Company
650 West Peachtree Street NW – Box 46
Atlanta, Georgia 30308
NSRISK3@nscorp.com

COMPANY:

North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, NC 27604
insurance01@ncrr.com

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. Company and Railroad will only accept initial insurance submissions via email to INSURANCE01@NCRR.COM and NSRISK3@NSCORP.COM respectively. Company and Railroad will NOT accept initial insurance submissions via hard copies that would be sent via US Mail or Overnight carrier or faxes as only electronic versions are to be submitted to Company and Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer or Company Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Company and Railroad require the following two (2) forms of insurance in the initial electronic insurance submission to be submitted under a cover letter providing details of the project and contact information:

NOTE: The Company and Railroad are to be treated separately as an insured on each insurance policy for a total of (2) two separate policies being issued.

- a. The full original or certified true electronic countersigned copy of the Railroad Protective Liability Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 14.B.
 - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 14.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.) The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies and North Carolina Railroad Company as an additional insured on the General Liability and Auto policies. The certificates should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries and North Carolina Railroad Company.
- F. All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Sponsor, Company and Railroad, or acceptance of that portion of the project within Company's Corridor. At this point, no work or any other activities by the Contractor shall take place in Company's Corridor without written permission from the Sponsor, Company and Railroad.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Company's Corridor.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. COMPLETION AND ACCEPTANCE:

Upon completion of the work, the Contractor shall remove from within the limits of the Company's Corridor all machinery, equipment, surplus materials, rubbish or temporary buildings of the Contractor, and leave said Company Corridor 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 Sponsor, the Company and the Railroad, the Sponsor will be notified of the Railroad's acceptance in writing by the Railroad's Chief Engineer or his authorized representative within ten (10) days or as soon thereafter as practicable.

18. PROJECT INFORMATION

- | | |
|---------------------------|------------------|
| A. Date: | October 27, 2022 |
| B. NS File No.: | CX1112849 |
| C. NCRR/NS Milepost: | EC - 4.53 |
| D. Sponsor's Project No.: | U-5724 |