



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

July 06, 2023

Addendum No. 1

RE: Contract # C204176

WBS # 44475.3.1

STATE FUNDED

Mecklenburg County (P-5705A)

CHARLOTTE GATEWAY STATION-RAIL (STI); WYE CONNECTION TRACK AT
CHARLOTTE JUNCTION.

July 18, 2023 Letting

To Whom It May Concern:

Reference is made to the proposal 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 07-06-2023".
R-10 thru R-12	The project special provision entitled RAILROAD CONTRACTOR PROTECTIVE SERVICES has been revised. Paragraph entitled "Contacts" added to the provision.

Please void the above listed existing Pages in your proposal and staple the revised Pages thereto.

The contract will be prepared accordingly.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS AND DEVELOPMENT
1591 MAIL SERVICE CENTER
RALEIGH, NC 27699-1591

Telephone: (919) 707-6900
Fax: (919) 250-4127
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DR.
RALEIGH, NC 27610

Sincerely,

DocuSigned by:

F81B6038A47A442...

Ronald E. Davenport, Jr., PE
State Contract Officer

RED/cms
Attachments

cc: Mr. Boyd Tharrington, PE
Mr. Brett D. Canipe, PE
Mr. Ken Kennedy, PE
Mr. Mike Gwyn
Project File (2)

Mr. Forrest Dungan, PE
Ms. Jaci Kincaid
Mr. Jon Weathersbee, PE

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

PROPOSAL

INCLUDES ADDENDUM No. 1 DATED 07-06-2023

DATE AND TIME OF BID OPENING: **Jul 18, 2023 AT 02:00 PM**

CONTRACT ID C204176
WBS 44475.3.1

FEDERAL-AID NO. STATE FUNDED
COUNTY MECKLENBURG
T.I.P NO. P-5705A
MILES 0.000

ROUTE NO.

LOCATION CHARLOTTE GATEWAY STATION - RAIL (STI); WYE CONNECTION TRACK
AT CHARLOTTE JUNCTION.

TYPE OF WORK GRADING, DRAINAGE, 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

In addition to NSR safety guidelines, the Contractor will be required to adhere to the safety requirements of the Federal Railroad Administration and comply with Title 49, Volume 4, Chapter 2, Part 213 and 214 of the Code of Federal Regulations. This information can be found at the following link:

<https://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol4/CFR-2011-title49-vol4-part213>

The FRA may conduct inspections on this project and fines can be levied against both the individual cited and the contractor for violations of these policies. The contractor shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred as a result of violations and fines for noncompliance with the above FRA guidelines.

Any and all temporary shoring which is subject to railroad loading, whether included in the contract plans or designed by the contractor, has been and shall be designed to meet the requirements of railroad loading and the requirements laid out in Appendix A and also shall be constructed, installed, operated, removed, and/or abandoned in place as required by the terms of Appendix A.

RAILROAD CONTRACTOR PROTECTIVE SERVICES:

(SPECIAL)

Description

Procure railroad protective services as specified by Norfolk Southern Railway Company (NS) Special Provisions for Protection of Railway Interests – Direct Hire Provision, for all work on NS property.

Methods

Coordinate with NS Risk Management, upon submission of Right of Entry to work on railroad property, to hire qualified protective service contractors vetted by the railroad. Provide the service of properly equipped and qualified flaggers (per NS requirements) at locations and times for such period as necessary for the control and protection of activities on or adjacent to rail property and/or having the potential to foul the railroad's track or operations. Contractor shall recognize that while the Contractor has procured and contracted with said protective service contractor, the protective service contractor has a responsibility to report directly to NS regarding any issues related to the safety of railroad operations. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing railroad protective services for the specific project limits.

Contacts

Providers of this service approved by Norfolk Southern include the following firms:

- Railorad Consultants
 - Steve Lloyd (615-542-8901)
- RailPros
 - Gary Killion (682-219-9196)

Measurement and Payment

Railroad Contractor Protective Services will be measured and paid as the actual number of days that each flagger is satisfactorily provided and accepted by the Engineer during the life of the project. On any calendar day that more than one protective service personnel are used, the quantity to be paid on that calendar day will be the maximum number of protective service personnel used at one time in that calendar day. Total compensation under this pay item shall include labor (based on 12 hours per day), labor additive (protective service company directed), travel expenses, meals, lodging, and any rental vehicle costs. No measurement or payment will be made for railroad contractor protective services conducted for the convenience of the Contractor.

Payment will be made under:

Pay Item	Pay Unit
Railroad Contractor Protective Services	Day

RAILROAD SAFETY JOB BRIEFINGS:

Add the following to Standard Specification 108-4:

In addition to construction conferences, the contractor shall perform daily railroad safety job briefings with the railroad flagman before commencing work. The attendees of the job briefing shall include anyone who will be entering the work zone during that work period. All contractor and subcontractor supervisory staff, craftsmen, unskilled labor who will be in or entering the work zone shall be in attendance during the safety briefings. Individuals who enter the work zone after the safety briefing has already been conducted shall receive the job briefing from the contractor's employee in charge prior to entry.

RAILROAD WORK:

Project scope includes work within railroad Right of Way (ROW). Contractor's scope shall include Department commitments made to railroads, through other agreements. Details and references to railroad standards committed to by the Department have been included with these documents and shall be the contractor's responsibility to maintain. Commitments made to the railroads include agreements to fully cooperate with and abide by railroad requirements for safety, communication and prevention of interference with operations. For the purpose of this contract, any reference to Engineer within the contract documents will mean the Department Engineer. The contractor shall receive contract authorization and direction only from the Engineer. The Railroad's Engineer may provide insight to the Contractor directly, but all information and directives shall be subject to verification by the Department Engineer managing this contract. All submittals, inspections, etc. requiring railroad approval shall be submitted and coordinated through the Department's Engineer.

At no additional cost or delay claim related to any of the following stipulations, the Contractor shall be knowledgeable and prepared to promptly comply with the following:

(A) Roles and Authorities

The Department will administer and manage the contract. The railroad(s) will retain control of activities within railroad ROW. Additional definitions and roles have been provided within these documents.

(B) Contract Document Precedence

For railroad improvements or work impacting railroads, railroad performance standards provided and referenced herein will take precedence over, but shall not replace, the NCDOT Standard Specifications. The Engineer will determine limits of work impacting railroads. Contractor shall be responsible for understanding and complying with railroad performance standards. This shall include railroad submittal standards and review durations. Protocols not addressed through provided or referenced railroad standards will be determined by the Engineer.

(C) Pre-qualification for Railroad ROW Work

The Contractor and subcontractors shall be subject to pre-qualification, prior to entering the railroad ROW. Requirements shall be as included within these documents and shall apply to any and all subcontractors, unless otherwise determined by the Engineer.

(D) Insurance and/or Bonding Requirements

Prior to entering railroad ROW, the Contractor shall submit evidence that the types and amounts of insurance, deemed proper by the railroad(s), have been obtained.

(E) Safety Training, including annual Roadway Worker Protection (RWP) and biennial e-RAILSAFE

The contractor shall be prepared to verify that required safety training, including RWP and e-RAILSAFE as required by this contract, have been successfully completed, obtained or performed for all people under their charge, prior to date of availability.

Additionally, the Contractor shall be prepared to obtain new safety credentials if the railroad chooses a different vendor to provide the required safety training.

(F) Right of Entry and Communication of Notice

For any work within the railroad ROW, the Contractor shall be responsible for obtaining right of entry from the railroad(s) and providing all notices, and pre-commencement meetings, required by the railroad(s) prior to, construction. The Contractor shall copy the Engineer on any communications with the railroad(s).

(G) Schedules

The Contractor shall be responsible for preparing schedules that include the level of detail outlined in these documents.

(H) Adherence to Railroad Safety Policies

The safety practices on railroad ROW will be at the discretion of the railroad(s). The Contractor will become familiar with written safety policies and meet with representatives of the railroad(s) as necessary to fully comply with the safety policies. The railroad(s) will have the authority to immediately and permanently remove any individual(s) from railroad ROW that compromise safety. Under no circumstances shall any statements or omissions in these documents relieve the Contractor from fully complying with all applicable Federal Railroad Administration (FRA) or applicable OSHA safety requirements.