



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

NICHOLAS J. TENNYSON
ACTING SECRETARY

August 6, 2015

Addendum No. 1

RE: Contract ID C203565

WBS # 42295.3.FR1

F. A. # BRSTP-0029(43)

Cabarrus County (B-5136)

Bridges #66 and #69 Over Norfolk Southern Railroad on US-29

August 18, 2015 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.	Revisions
Proposal Cover	Note added that reads "Includes Addendum No. 1 Dated August 06, 2015"
ST-1	New engineer's seal date
ST-42 thru ST-45	ST-42 paragraph "c." revised to require two separate Railroad insurance policies. ST-45 Railroad site data revised to show correct number and types of trains

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

Sincerely,

R. A. Garris, PE
Contract Officer

RAG/jag
Attachments

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

C203565

B-5136
Cabarrus County

cc: Mr. Ron Hancock, PE
Mr. Louis Mitchell, PE
Ms. D. M. Barbour, PE
Mr. Rodger Rochelle, PE
Mr. R.E. Davenport, PE
Mr. Ken Kennedy, PE
Project File (2)

Mr. Ray Arnold, PE
Ms. Theresa Canales, PE
Mr. Tom Koch, PE
Mr. Mike Gwyn
Ms. Marsha Sample
Ms. Lori Strickland

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

PROPOSAL

INCLUDES ADDENDUM No. 1 DATED 08-06-15

DATE AND TIME OF BID OPENING: **AUGUST 18, 2015 AT 2:00 PM**

CONTRACT ID C203565
WBS 42295.3.FR1

FEDERAL-AID NO. BRSTP-0029(43)
COUNTY CABARRUS
T.I.P. NO. B-5136
MILES 0.345
ROUTE NO. US 29
LOCATION BRIDGES #66 AND 69 OVER NORFOLK SOUTHERN RAILROAD ON US-29.

TYPE OF WORK GRADING, DRAINAGE, PAVING, AND STRUCTURES.

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 & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

ST-1

Project B-5136

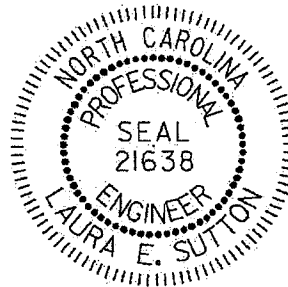
Cabarrus County

Project Special Provisions Structure

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7/29/2015



DocuSigned by:

Laura E. Sutton

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excludes Railroad Provisions

- 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.)

North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 100
Raleigh, North Carolina 27604-1000
ATTN: Property Department; and

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
ATTN: Risk Management

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read:

Description and Designation: Replace Bridge Numbers 66 and 69 on US-29/601 (Concord Parkway) beginning at Station 20+46.56 -L- and ending at Station 23+02.31 -L- over the tracks owed by Norfolk Southern Railway Company in Cabarrus County, North Carolina identified as State Project 42295.1.1 (B-5136) and Federal Project BRSTP-0029(43).

- 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 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 Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. 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) 60-day written notice to the Department prior to cancellation or change
 - (4) Quick Reference or Index Form CL/IL 240
- i. 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) Any other endorsement/form not specifically authorized in section 14A2h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in section 14A1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Company's corridor. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.
- C. Prior to entry on Company's corridor, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Company and Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department, Company and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractor's policy is to be forwarded to the Department for its review and transmittal to the Company and Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department, Company and Railroad. The Railroad will not permit any work on Company's corridor until the Company and Railroad has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

NCDOT Rail Division
 Engineering & Safety Branch
 C/O State Railroad Agent
 1556 Mail Service Center
 Raleigh, NC 27699-1556

RAILROAD:

Risk Management
 Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, Virginia 23510-2191

COMPANY:

North Carolina Railroad Company
 2809 Highwoods Blvd.
 Suite 100
 Raleigh, NC 27604

- D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.
- E. The insurance amounts specified are minimum amounts and the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, the Contractor shall immediately notify the Department and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one/half of the aggregate limit, the Contractor shall arrange to restore the aggregate limit to at least the minimum amount

stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department, Company and Railroad as to form and amount prior to beginning work on Company's corridor.

F. Insurance Submission Procedures

1. Norfolk Southern will only accept initial insurance submissions via US Mail or Overnightcarrier to the address noted in C above. NS will NOT accept initial insurance submissions via email or faxes.
2. Norfolk Southern requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true 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.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad 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.

G. All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department, 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 Department, 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 property.
 2. The Department Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Department Engineer and Railroad Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in the various prices bid to perform the work.

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 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 Department, Railroad and Company, the Department will be notified of the Railroad's and Company's acceptance in writing by the Railroad's Chief Engineer or his authorized representative and by the Company's representative within ten (10) days or as soon thereafter as practicable.

Railroad Site Data:

The following information was received from the Railroad on January 27, 2015, and is provided as a convenience to the Contractor in bidding this project. This information is subject to change and the Contractor may, at his discretion, contact the Railroad directly to verify its current accuracy. Since this information is shown as a convenience to the Contractor, but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information which occur after the above date of receipt.

Type and number of tracks within 50 ft. of project (mainline, branchline, siding, yard, etc.).

2 – Mainline

Number of trains on affected track per day.

30

Type of trains (passenger or freight).

Passenger and Freight

Maximum authorized operating speed of trains.

79 mph

Type and number of RR employees assigned to job.

1 - Flagman