



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

March 27, 2015

Addendum No. 1 **Certified Mail**
Re: Contract ID DL00087
WBS # 80000.2.2.2
Cleveland County
**Improvements to Rail Crossings at W. Gold St. and W. Mountain St.
between NC 16 and Railroad Ave. in Kings Mountain.**

April 14, 2015 Letting

To whom it may concern:

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

The following the following revisions are being made to the contract proposal:

- The pay item **unit** for "Sidewalk with integrated curb" has been changed from **cubic yards** to **square yards**. Please use the revised special provision and bid form and insert them into your contract proposal.
- The special provision entitled, **Special Provisions for protection of railway interest Norfolk Southern Railway Company**, was not complete. Please insert the revised special provision into your contract proposal.

Sincerely,

R.D. Chandler, PE
Division Engineer, Twelfth Division

bs

SIDEWALK WITH INTEGRATED CURB

Description

Construct and maintain Sidewalk with Integrated Curb at locations shown on the plans and in accordance with the details in the plans.

Materials

| Item | Section |
|-----------------------------------|----------------|
| Portland Cement Concrete, Class B | 1000 |
| Curing Agents | 1026 |
| Joint Fillers | 1028-1 |
| Joint Sealers | 1028-2,1028-4 |

Construction Requirements

Where it is necessary to remove a portion of existing sidewalks or driveways, saw a neat edge along the pavement to be retained approximately 2" deep with a concrete saw before breaking the adjacent pavement away.

Construct concrete in accordance with Section 825 and give a sidewalk finish except as otherwise provided herein.

Broom the concrete surface in a transverse direction to traffic. Make groove joint between 2' curb and sidewalk and at a spacing at no less than 5 feet along sidewalk. An expansion joint is required every 40' and where the sidewalk joins any rigid structure. Seal expansion joints where sidewalk and wheelchair ramps are placed adjacent to concrete curb and/or gutter. Do not seal grooved joints.

Do not place backfill adjacent to the sidewalk or wheelchair ramp until at least 3 curing days, as defined in Article 825-9, have elapsed unless otherwise approved. Compact backfill to a degree comparable to the adjacent undisturbed material.

Do not place vehicles on the completed work until 7 curing days, as defined in Article 825-9, have elapsed.

Install detectable warnings 24" in length of truncated dome paving blocks along the bottom of the curb ramps in accordance with the plans and details. Obtain 70 percent contrast visibility with adjoining surfaces, either light-on-dark, or dark-on-light sequence covering the entire ramp.

See Concrete Bollard special provision for incorporation and construction of bollards as shown on plans.

Measurement and Payment

Sidewalk with Integrated Curb will be measured and paid as Square Yard for completed and accepted work. Such price and payment includes but is not limited to excavation and backfilling, furnishing and placing concrete, constructing and sealing joints, and furnishing and installing truncated domes.

Payment will be made under:

| Pay Item | Pay Unit |
|-------------------------------|-----------------|
| Sidewalk with Integrated Curb | Square Yard |

County : Cleveland

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|----------------------|--------------|-------|--|-----------|-----------|--------|
| ROADWAY ITEMS | | | | | | |
| 0001 | 0000100000-N | 800 | MOBILIZATION | Lump Sum | L.S. | |
| 0002 | 0000400000-N | 801 | CONSTRUCTION SURVEYING | Lump Sum | L.S. | |
| 0003 | 0000900000-N | SP | GENERIC MISCELLANEOUS ITEM (MEDIAN PLANTER DESIGN) | Lump Sum | L.S. | |
| 0004 | 0000960000-E | SP | GENERIC MISCELLANEOUS ITEM (MEDIAN PLANTER) | 60 SY | | |
| 0005 | 0043000000-N | 226 | GRADING | Lump Sum | L.S. | |
| 0006 | 0050000000-E | 226 | SUPPLEMENTARY CLEARING & GRUB- BING | 1 ACR | | |
| 0007 | 1489000000-E | 610 | ASPHALT CONC BASE COURSE, TYPE B25.0B | 40 TON | | |
| 0008 | 1519000000-E | 610 | ASPHALT CONC SURFACE COURSE, TYPE S9.5B | 60 TON | | |
| 0009 | 1575000000-E | 620 | ASPHALT BINDER FOR PLANT MIX | 10 TON | | |
| 0010 | 2535000000-E | 846 | ***X *** CONCRETE CURB (8"X6") | 440 LF | | |
| 0011 | 2591000000-E | 848 | 4" CONCRETE SIDEWALK | 30 SY | | |
| 0012 | 2605000000-N | 848 | CONCRETE CURB RAMP | 4 EA | | |
| 0013 | 2738000000-E | SP | GENERIC PAVING ITEM (2' CONCRETE ISLAND) | 15 SY | | |
| 0014 | 2738000000-E | SP | GENERIC PAVING ITEM (SIDEWALK WITH INTEGRATED CURB) | 40 SY | | |
| 0015 | 4026000000-E | 901 | DEPARTMENT FURNISHED, TYPE *** SIGN (E) | 21 SF | | |
| 0016 | 4072000000-E | 903 | SUPPORTS, 3-LB STEEL U-CHANNEL | 123 LF | | |
| 0017 | 4102000000-N | 904 | SIGN ERECTION, TYPE E | 9 EA | | |

County : Cleveland

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---|----------|-----------|--------|
| 0018 | 4116100000-N | 904 | SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E) | 3 | EA | |
| 0019 | 4155000000-N | 907 | DISPOSAL OF SIGN SYSTEM, U-CHANNEL | 2 | EA | |
| 0020 | 4238000000-N | 907 | DISPOSAL OF SIGN, D, E OR F | 2 | EA | |
| 0021 | 4413000000-E | SP | WORK ZONE ADVANCE/GENERAL WARNING SIGNING | 320 | SF | |
| 0022 | 4457000000-N | SP | TEMPORARY TRAFFIC CONTROL | Lump Sum | L.S. | |
| 0023 | 4685000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | 222 | LF | |
| 0024 | 4705000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (16", 120 MILS) | 135 | LF | |
| 0025 | 4710000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS) | 190 | LF | |
| 0026 | 4721000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS) | 6 | EA | |
| 0027 | 4900000000-N | 1251 | PERMANENT RAISED PAVEMENT MARKERS | 12 | EA | |
| 0028 | 6000000000-E | 1605 | TEMPORARY SILT FENCE | 250 | LF | |
| 0029 | 6084000000-E | 1660 | SEEDING & MULCHING | 0.1 | ACR | |
| 0030 | 8897000000-N | SP | GENERIC STRUCTURE ITEM (CONCRETE BOLLARDS) | 22 | EA | |

1316/Mar27/Q2022.1/D96166460000/E30

Total Amount Of Bid For Entire Project :

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

CORPORATE SEAL

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST
NORFOLK SOUTHERN RAILWAY COMPANY 09/06

14 **INSURANCE:** State Project: County:

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 provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Railroad right(s) of way by carrying insurance of the following kinds and amounts:

1. **CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:**

The Contractor shall furnish an original and one copy of the certificate of insurance and one certified copy of the policy to the Department as evidence that, with respect to the operations he performs on railroad right of way, he carries regular Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, **shall be endorsed to name Railroad specified in item A.2.c. below as an additional insured, and shall include a severability of interests provision.**

2. **RAILROAD PROTECTIVE LIABILITY INSURANCE:**

The Contractor shall furnish to the Department an original and one duplicate of the Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$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.

c. The named insured shall read:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Director 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:

Improvements to existing at-grade municipal crossing numbers 716 260Y, Mountain Street, and 716 261F, Gold Street, owned and operated by Norfolk Southern Railway, in Cleveland County, North Carolina, identified as State TIP Y-5500LA.

- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.
- 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 be given 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 item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad’s right of way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.

- C. Prior to entry on Railroad right-of-way, 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 Railroad. In addition, certificates of insurance evidencing the Prime Contractor's Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and one certified copy of the Prime Contractor's policy is to be forwarded to the Department for its review and transmittal to the 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 Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

Department of Transportation
 Rail Division
 C/O Mr. David Hinnant, State Railroad Agent
 1556 Mail Service Center
 Raleigh, NC 27699-1556

RAILROAD:

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

- D. The insurance required herein shall not limit the obligations of Department or its Contractors under the terms of this agreement.

E. All insurance herein before specified shall be carried until the final inspection and acceptance of the project, or that portion of the project within railroad right of way, by the Department or, in the case of subcontractors, until the Contractor furnishes a letter to the Engineer stating that the subcontractor has completed his subcontracted work within railroad right of way to the satisfaction of the Contractor and that the Contractor will accomplish any additional work necessary on railroad right of way with his own forces. It is understood that the amounts specified are minimum amounts and that 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, Contractor shall immediately notify the Department of Transportation 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, 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 and the Railroad Company as to form and amount prior to beginning work on railroad right of way.

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 Railroad property.
- (2) The 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 Railroad Engineer and the 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 cost shall be included in prices bid for other items of the work as specified in the payment items.

RAILROAD SITE DATA:

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the 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.

Number of tracks - 2

Number of trains per day - 32

Maximum speed of trains - 60