



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

September 1, 2021

CONTRACT: DB00511
WBS ELEMENT: 2022CPT.02.01.10161 AND 2022CPT.02.20161
COUNTY: CARTERET
ROUTE: VARIOUS
DESCRIPTION: MILLING, STRENGTHENING, RESURFACING, AND
SHOULDER RECONSTRUCTION OF VARIOUS ROUTES IN
CARTERET COUNTY

ADDENDUM 2

TO: PROSPECTIVE BIDDERS

Please note the following revisions to the proposal.

- Addition of Special Provision for Right of Entry to NCR Rail Road Right of Way.
- Please see attached page A2-1 to A2-6.
- A revised electronic file has been uploaded to bid express named DB00511.002x.

Please make sure to sign the addendum page in the proposal to acknowledge this addendum.

Sincerely,

DocuSigned by:
Mary Voelker Moore
714C11DCCEBC4C6...

Mary Voelker Moore, PE
Division Contract Engineer

cc: Ms. Mary Beth Houston, PE
Mr. Jeremy Stroud, PE
Mr. Brad McMannen, PE
Ms. Heather Lane, PE
Mr. Cadmus Capehart, PE
Mr. Jeff Cabaniss, PE

RIGHT OF ENTRY TO NORTH CAROLINA RAILROAD RIGHT-OF-WAY:

Before entering North Carolina Railroad Company (NCR) right of way, obtain a Right of Entry from the North Carolina Railroad. Visit the following website for guidance and assistance with downloading and completing all of the pertinent information to complete the NCR Right of Entry application. <https://www.ncrr.com/corridor-access/best-practices-for-contractors/>

Insurance will need to be provided for both NCR and Norfolk Southern Railroad. Insurance provisions are listed below.

All costs associated with satisfying railroad requirements and obtaining the ROE agreement, including, but not limited to, ROE fees, and insurance, shall be included in the price bid for the pay items associated with the work inside the railroad right of way. No separate measurement or payment will be made for these costs.

Once work begins within the Railroad Right-of-Way, complete all operations in the Railroad Right of Way in a continuous manner in order to minimize railroad flagging resources.

Contact the Resident Engineer or the Surfaces and Encroachment manager with the Rail Division of the NCDOT with any questions pertaining to the Right of Entry at 919-915-1659.

NCR AND NS INSURANCE REQUIREMENTS**1. 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. a. **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 Company and Railroad specified in item A.2.c. below both as the certificate holders and as an additional insureds, and shall include a severability of interests provision.
 - b. **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Company and Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.

2. **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 Railroad, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.
- 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 Three Commercial Place
Norfolk, Virginia 23510-
2191 Attn: Risk
Management

(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 Department project and contract identification numbers. The Description(s) and Designation(s) shall read:
 - 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. Each project description requires a separate insurance policy for both NCRR and NS.**
 - 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. 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.

- 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 Company's corridor.

- C. All insurance required under the preceding subsection A 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 Railroad Protective Liability Insurance Policy and one duplicate copy 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 Company, the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Company and the Railroad. The 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 Company, Railroad and the Department. 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.

DEPARTMENT:

NCDOT Rail Division
Engineering & Safety Branch
Company C/O Meredith McLamb
1556 Mail Service Center
2191 Raleigh, NC 27699-1556

RAILROAD:

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

COMPANY:

North Carolina Railroad
Company 2809 Highwoods
Boulevard
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. Insurance Submission Procedures
1. Company and Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the addresses noted in C above. Company and Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**
 2. Company and Railroad 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. 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 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 North Carolina Railroad Company, 2809 Highwoods Boulevard, Raleigh, 27604 and Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holders and as an additional insureds on both the general and automobile liability insurance policy.
 3. It should be noted that the Company and Railroad do not accept notation of Railroad Protective insurance on a certificate of liability insurance form or

Binders as Company and 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.

- F. The insurance amounts specified are minimum amounts and the Contractor may carry insurance in larger amounts if he so desires.

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.