



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

January 17, 2024

**ADDENDUM #0**

MEMO TO: Plan Holders

FROM: Jennifer A. Sour  
Division Proposal Engineer

DocuSigned by:

*Jennifer A. Sour*

B213233052CA46B...

CONTRACT ID: DG00609  
WBS ELEMENT NO.: 2024CPT.07.08.20012, 2024CPT.07.08.20412  
COUNTY: ALAMANCE & GUILFORD  
LOCATION: ONE SECONDARY ROAD IN ALAMANCE AND 25 SECONDARY  
ROADS IN GUILFORD COUNTY  
TYPE OF WORK: AST RETREATMENT & PAVEMENT MARKINGS

To whom it may concern:

The Norfolk Southern Right of Entry was left out of the proposal. Add the attached document to the contract. The bid/pay items under T-1 were also left out. Please add the attached sheets in proposal.

There will be no update to the ebx file.

If you have any questions, please feel free to contact me at (336) 487-0075. Thank you.

JAS

ec: Website

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS DIVISION 7  
PO BOX 14996  
GREENSBORO, NC 27415-4996

Telephone: (336) 487-0075  
Fax: (336) 334-3637  
Customer Service: 1-877-368-4968

Location:  
1584 YANCEYVILLE STREET  
GREENSBORO, NC 27405

Website: [www.ncdot.gov](http://www.ncdot.gov)

## **RIGHT OF ENTRY TO NORFOLK SOUTHERN RAILROAD RIGHT-OF-WAY:**

Obtain the non-environmental Right of Entry in order to gain access to the Norfolk Southern Railroad right of way. The application can be found at:

<https://ns.railprosperring.com/Login.aspx?ReturnUrl=%2f>

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.

For assistance with the Right of Entry to Railroad Right-of-Way application please contact the Resident Engineer or the Surfaces and Encroachment manager with the Rail Division of the NCDOT at 919-707-4132 ([mmclamb@ncdot.gov](mailto:mmclamb@ncdot.gov)).

### **NS Insurance Requirements:**

#### **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 ("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.
  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.

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, and affiliated companies 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 Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway 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 of subrogation in favor of Railway 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 and its parent, subsidiary and affiliated companies 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 14.A shall be disclosed and approved by Norfolk Southern Railway with a request made for approval to NSRISK3@nscorp.com.
  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 for the entirety of the project:
1. Railroad Protective Liability (RPL) 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") RPL 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 shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates

650 West Peachtree Street NW – Box 46Atlanta, GA 30308  
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL 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 or Pyramiding of Limits Endorsement
  - (7) An Endorsement that excludes TRIA coverage
  - (8) A Sole Agent Endorsement
  - (9) Any type of deductible endorsement or amendment
  - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

NCDOT Rail Division  
862 Capital Blvd  
Raleigh NC 27603

RAILROAD:

Risk Management  
Norfolk Southern Corporation and its  
subsidiaries  
650 West Peachtree Street NW – Box 46  
Atlanta, GA 30308  
[NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM)

- 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 Railway. Prior to entry on Railroad right-of- way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railway at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 14.A shall be issued to the Railway at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) at the same time the RPL Policy is submitted.
- 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. The Railroad will only accept initial insurance submissions via email to [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM). The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to 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:

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

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) to be submitted under a cover letter providing details of the project and containing the contact information:
  - a. The full original or certified true electronic countersigned copy of the RPL 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 as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

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 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.

County: ALAMANCE, GUILFORD

ITEMIZED PROPOSAL FOR CONTRACT NO. DG00609

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	1803500000-E	660	ASPHALT SURFACE TREATMENT, DOUBLE SEAL	326,784 SY		
0003	1820000000-E	660	ASPHALT SURFACE TREATMENT, FOG SEAL	326,784 SY		
0004	1838000000-E	660	EMULSION FOR ASPHALT SURFACE TREATMENT	179,732 GAL		
0005	1838500000-N	660	VACUUM TRUCK	4 WK		
0006	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	3,162 SF		
0007	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0008	4704000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	100 LF		
0009	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	50 LF		
0010	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	4 EA		
0011	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM GENERIC MARKING, 4" 50 MILS HOT SPRAY THERMO (WHITE)	274,216 LF		
0012	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM GENERIC MARKING, 4" 50 MILS HOT SPRAY THERMO (YELLOW)	256,199 LF		
0013	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM GENERIC MARKING, 6" 50 MILS HOT SPRAY THERMO (WHITE)	196 LF		

1037/Dec19/Q1367233/D44973100000/E13

Total Amount Of Bid For Entire Project :