

February 5, 2019

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION
DEPARTMENT OF ADMINISTRATION

DIVISION OF PURCHASES BID NO. 7598556

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

RHODE ISLAND CONTRACT NO.2019-CB-011

FEDERAL-AID PROJECT NO. FAP Nos: BHO-0243(002)

Statewide Bridge Repairs Contract 4 - Amtrak Bridges

Statewide

CITY/TOWN OF Warwick

COUNTY OF KENT

NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 3 Prospective bidders and all concerned are hereby notified of the following changes in the Plans, Specifications, Proposal and Distribution of Quantities for this contract. These changes shall be incorporated in the Plans, Specifications, Proposal and Distribution of Quantities, and shall become an integral part of the Contract Documents.

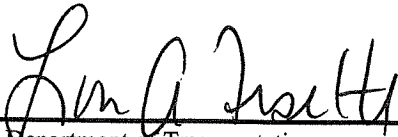
A. Specification Change/Addition

1. CS Pages: Appendix C - Amtrak Requirements

Add new AMTRAK "Exhibit C-1 Contractor Insurance" to the end of CS Pages Appendix C – Amtrak Requirements attached to this Addendum No. 3.

AMTRAK Contractor insurance requirements have been added.

ADDENDUM NO. 3



RI Department of Transportation
Administrator, Division of Project Management

ATTACHMENTS

EXHIBIT "C-1"

Contractor Insurance

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and as appropriate, its subsidiaries; "Grantee" or "RIDOT" shall mean the Rhode Island Department of Transportation, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of RIDOT; "Rail Corp" shall mean the Rhode Island Public Rail Corporation; "Operations" shall mean activities of or work performed by or on behalf of RIDOT or Rail Corp; "Agreement" shall mean any agreement to which Rail Corp, RIDOT and Amtrak are parties and that relates to the "Easement Area" or "Grantee Improvements" (as defined in the Agreement of which this Exhibit C-1 forms a part); and Grantee's contractors and subcontractors shall be deemed to include, without limitation, RIDOT's contractors and subcontractors, Rail Corp's contractors and subcontractors, and any other person acting for or by permission of Grantee or Rail Corp.

INSURANCE

RIDOT and Rail Corp shall require all their contractors and subcontractors to procure and maintain, at no expense to Amtrak, the types of insurance specified below. RIDOT and Rail Corp shall evidence such coverage by submitting, or causing their contractors and subcontractors to submit, to Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. RIDOT and Rail Corp shall require all contractors and subcontractors to carry the insurance required herein, or RIDOT and Rail Corp may, at their option, provide the coverage for any or all contractors and subcontractors, provided the evidence of insurance submitted by RIDOT and Rail Corp to Amtrak so stipulates. RIDOT and Rail Corp shall provide complete and true copies of all insurance policies required hereunder to Amtrak promptly upon Amtrak's written request. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed. The insurance required hereunder may contain such deductibles or retained amounts as Amtrak may approve from time to time, except however that the contractor or subcontractor shall, at its sole expense, pay for all claims and damages which fall within such deductible or retained amount on the same basis as if there were full commercial insurance in force in compliance with these requirements. All insurance shall remain in force and effect until all Operations are satisfactorily completed (unless otherwise noted below), all RIDOT and Rail Corp and contractor personnel and equipment have been removed from Amtrak Property, and any work has been formally accepted. RIDOT's or Rail Corp's failure to comply with the insurance requirements set forth herein shall constitute a default of the Agreement

Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of the contractor or

subcontractor. Employer's Liability coverage with limits of not less than \$1 million each accident or illness shall be included. If any of Grantee's or Rail Corp's contractors or subcontractors (except for services provided by Amtrak) are considered a railroad(s) subject to the provisions of the Federal Employers Liability Act (FELA) rather than State Workers Compensation laws, the Employers Liability insurance shall be endorsed to provide coverage for FELA benefits and liabilities, and the required limits shall be increased to not less than fifty million dollars (\$50,000,000) per occurrence (alternately, FELA coverage may be provided under any duly procured Railroad Liability policy). Grantee and Rail Corp shall cause its contractors and subcontractors to waive all rights of subrogation against Grantor.

In the event the Operations are to be performed on or over navigable waterways, a Longshoremen and Harbor Workers' Compensation Act Endorsement and a Maritime Coverage Endorsement are to be added, including coverage for wages, transportation, maintenance and cure, and the Employer's Liability limit shall be increased to \$5 million each accident.

Commercial General Liability covering liability of the contractor or subcontractor with respect to all Operations to be performed by the contractor and subcontractor. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any Explosion/Collapse/Underground (X-C-U) exclusions deleted. The policy shall name National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the Operations to be performed. In addition the policy shall include an ISO endorsement form CG 24 17 10 01 or its equivalent providing contractual liability coverage for railroads listed as additional insureds. Coverage for such additional insureds shall be primary and non-contributory as respects any other insurance the additional insureds carry.

Coverage under this policy shall have limits of liability of not less than \$10 million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

Automobile Liability Insurance covering the liability of Grantee's and Rail Corp's contractors and subcontractors arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under the contractor's or subcontractor's Commercial General Liability insurance. The policy shall name National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the Operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability. Coverage for such additional insureds shall be primary and non-contributory as respects any other insurance the additional insureds carry.

In the event the contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy with limits of liability not less than \$5 million per occurrence

Railroad Protective Liability (RRP) Insurance covering the Operations performed by RIDOT, Rail Corp or their contractors or subcontractors within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of the National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue shall have limits of liability of not less than \$5 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$10 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

"It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy(ies) must be submitted to Amtrak prior to commencement of Operations.

All Risk Property Insurance covering physical loss or damage to all property used by the contractor or subcontractor in the performance of the Operations on a replacement cost basis. The policy shall have limits of liability adequate to cover all property of the contractor or subcontractor (including personal property of others in the contractor's or subcontractor's care, custody or control) and shall include a waiver of subrogation against Amtrak and all commuter agencies and railroads that operate over the property or tracks at issue.

Contractor's Pollution Liability Insurance covering the liability of RIDOT and Rail Corp or their contractors or subcontractors arising out of any sudden and/or non-sudden pollution or impairment of the environment; including clean-up costs and defense, that arise from the Operations of RIDOT or Rail Corp. National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue shall be named as additional insureds. Coverage under this policy shall have limits of liability of not less than \$2 million each occurrence and shall be maintained during the term of the project, and for at least three (3) years following Amtrak's acceptance of the completion of all Operations to be performed.

Pollution Legal Liability Insurance is required. RIDOT's and Rail Corp's contractors and subcontractors, and transporter, as well as the disposal site operator, shall maintain this insurance. RIDOT and Rail Corp shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to Amtrak. The policy shall name National Railroad Passenger Corporation and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than \$2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

Professional Liability Insurance covering the liability of Grantee's architectural, design and engineering contractors for any and all errors or omissions committed by any of them in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have limits of liability of not less than \$10 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of two hundred fifty thousand dollars (\$250,000); but in such case the deductible is the sole responsibility of Grantee's contractors and subcontractors, and no portion of such deductible is the responsibility of Amtrak.

Contractors not providing design or engineering professional services may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

Claims-Made Insurance - If any liability insurance specified above (that is not required to be provided on an occurrence basis) shall be provided on a claims-made or occurrences-reported basis, then in addition to coverage requirements above, such policy shall provide that:

1. The retroactive date shall coincide with or precede the effective date of this Agreement or the effective (inception) date of the first such policy that was written on a claims-made or occurrences-reported basis. If any insurance that was previously written on a claims-made or occurrences-reported basis is subsequently written on an occurrence basis, the contractor or subcontractor shall procure "prior acts" coverage on the new occurrence policy(ies) with a retroactive date and with effect for all occurrences not known or reported under the preceding claims-made and occurrences-reported policies;
2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
3. The contractor or subcontractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability, Professional Liability) for at least three (3) years following completion of the Operations; and
4. If insurance is terminated for any reason, the contractor or subcontractor will purchase an extended reporting provision of at least two (2) years to report claims arising from Operations.

Grantee and Rail Corp shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit

Amtrak, but under no circumstances will RIDOT or Rail Corp begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Director Project Initiation &
Development

National Railroad Passenger
Corporation

30th Street Station, Mail Box 64

Philadelphia, PA 19104-2817

With a copy to:

Director, Risk Management

National Railroad Passenger Corporation

1 Massachusetts Ave., NW

Washington, DC 20001