

ADDENDUM NO. 1

**ALLEGAN COUNTY ROAD COMMISSION
COUNTY LOCAL HOT MIX ASPHALT PAVING**

September 14, 2022

Addendum No. 1 to the Proposal and Specifications for County Local Hot Mix Asphalt Paving for the Allegan County Road Commission, as prepared by the Allegan County Road Commission for the September 14, 2022 bid letting. The purpose of this addendum is to revise the following project:

1. **LH 400146 – MARTIN TOWNSHIP – 122nd Avenue, 10th Street to 4,300' east – 0.81 mile**

The specifications did not include the pay item of “Railroad Inspection and Flagging” as defined below.

RAILROAD INSPECTION AND FLAGGING: The item of “Railroad Inspection and Flagging” will include providing advance notice to the Railroad and the Engineer to meet the railroad notice requirements found in the Coordination Clause for Work on Railroad Property for providing flaggers for work on, above, or below Railroad property.

Materials. None specified.

Construction. Ensure construction methods are in compliance with the requirements in the Coordination Clause for Work on Railroad Property.

Measurement and Payment. The Contractor must pay or pre-pay to the Railroad the full amount of the Railroad’s bill for inspection and flagging. The Contractor, prior to submitting payment requests for reimbursement of flagging costs to the Engineer, will review for accuracy the actual flagging costs and days worked against the billed or pre-paid amount. Inconsistencies must be resolved between the Contractor and Railroad prior to submitting to the Engineer. The Contractor must provide to the Engineer a statement of costs paid by the Contractor for flagging and detailed itemization to support the actual cost paid or pre-paid amount. The Road Commission will reimburse the Contractor upon satisfactory review of submitted documentation for flagging services. This process will continue for the life of the need for flagging services.

Costs incurred for inspection and flagging due to the failure of the Contractor to properly notify the Railroad in advance of beginning work which may require a flagger as stated in the Coordination Clause for Work on Railroad Property, are the responsibility of the Contractor.

The Contractor must inform the Railroad, with a copy to the Engineer, in writing when flagging is no longer needed and retain a copy of this written notification. Also, if the

Contractor does not notify the Railroad 36 hours in advance of its no longer needing flagging, the Railroad will schedule and the Contractor must pay such flagging services until said cancellation notice is provided. Before final payment is made by the Road Commission to the Contractor for the project, satisfactory evidence must be submitted indicating all bills for inspection and flagging services and devices furnished by the Railroad have been paid. This pay item covers only inspection and flagging services provided by the Railroad. All other costs incurred by the Contractor in complying with Railroad requirements will not be specific pay items, but must be included in prices bid for other items of the work

See the attached special provisions for Railroad insurance requirements for Grand Elk Railroad and the Coordination Clause for Work on Railroad Property.

METHOD OF PAYMENT FOR RAILROAD INSPECTION AND FLAGGING: *The item of "Railroad Inspection and Flagging" will be paid as a lump sum.*

<u>PAY ITEM</u>	<u>PAY UNIT</u>
<i>Railroad Inspection and Flagging</i>	<i>Lump Sum</i>

Please write in your bid price for this item below and the total will be added to the bid schedule included in the specifications.

<u>Item of Work</u>	<u>Quantity</u>	<u>Unit Price</u>
Railroad Inspection and Flagging	1 LS	_____

The Contractor hereby acknowledges receipt of this Addendum No. 1 and shall include a signed copy with his bid.

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ALLEGAN COUNTY ROAD COMMISSION

COORDINATION CLAUSE
FOR
WORK ON RAILROAD PROPERTY

CCE:JLD

1 of 1

5-4-16

As soon as the project is awarded, the Contractor shall complete the steps necessary to fulfill the requirements included in the Special Provision for Railroad Insurance Requirements for Grand Elk Railroad. The Contractor shall submit the required paperwork and a letter containing the following information to the Grand Elk Railroad (Grand Elk Railroad, Inc., Real Estate Department, 315 West 3rd Street, Pittsburg, Kansas 66762) to complete the Application for a Temporary Entry Permit for this work:

1. Company name and address
2. Contact name
3. Contact phone
4. Contact fax
5. Contact cell
6. Contact email
7. Date expected to start work on railroad bridge
8. Date expected to complete all work on railroad bridge
9. Specific schedule of planned work at railroad bridge (include days of week and time of day)

When the paperwork has been reviewed and approved, the Grand Elk Railroad will issue a Temporary Entry Permit. The Contractor must abide by the requirements of this permit. Access to the area below the bridge and on railroad right-of-way is not allowed without prior approval from the Grand Elk Railroad.

The Contractor must coordinate with the Grand Elk Railroad to make arrangements for flagging services and reimbursement thereof. The Grand Elk Railroad may require an advance payment from the Contractor for flagging service.

ALLEGAN COUNTY ROAD COMMISSION

SPECIAL PROVISION
FOR
RAILROAD INSURANCE REQUIREMENTS FOR GRAND ELK RAILROAD

CCE:JLD

1 of 2

5-4-16

a. Description. This work consists of providing required insurance before work is commenced and keeping that insurance in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Grand Elk Railroad and the Department.

b. Insurance Requirements. The contractor shall carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Department and Grand Elk Railroad, Inc. hereinafter referred to as the Railroad.

The following insurance is required in addition to any other forms of insurance or bonds required except to the extent that any of the requirements are expressly waived or revised in writing by the Railroad. The contractor, prior to commencement of any work pursuant to the Temporary Entry Permit, hereinafter referred to as the License, and throughout the term of this License, shall at its own cost and expense, maintain insurance of the following kinds and amounts to deliver to the Railroad Real Estate Department satisfactory evidence of such insurance as indicated herein.

1. Public Liability Insurance - including contractual liability insurance with a limit of not less than \$5,000,000 combined single limit for bodily injury and/or property damage for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. The Railroad shall be named as an additional insured under this insurance.
2. Worker's Compensation Insurance in Statutory Amounts. Employer's Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of the Railroad.
3. Automobile Liability Insurance with a limit of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence. The Railroad shall be named as an additional insured under this insurance.
4. The contractor shall, with respect to the operations performed by it or any of its' subcontractors, provide Railroad Protective Liability Insurance in the name of the Railroad and the Department with a limit of not less than \$2,000,000 per occurrence, combined single limit for bodily injury and/or property damage, for damages arising out of bodily injuries or to death of all such persons and for damage to or destruction of property, including the loss of use thereof. Such insurance shall also contain an aggregate of not less than \$6,000,000 for damages arising out of more than one occurrence. The Railroad shall be the "Named Insured" on this policy.

5. General Contractor's Pollution Liability coverage, with limits of not less than \$5,000,000 aggregate bodily injury, property damage and cleanup expenses resulting from pollution conditions, also provides coverage for contractor's liability for subcontracted activities, such as lead paint removal and asbestos abatement. The Railroad shall be named as Additional Named Insured under this insurance.

The insurance specified above shall be carried until the project is satisfactorily completed and formally accepted by the Railroad and the Department. Failure to procure and maintain such insurance shall constitute a breach of the License.

The above indicated coverage's shall be effected under standard form policies issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Reports, "AA" or better by Standard & Poor's Insurance Rating Service and "Aa" or better by Moody's Investors Service. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services.

The above indicated insurance coverage's shall be enforceable by any legitimate claimant after the termination or cancellation of this License or any attachment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the License was in effect and the insurance was in force.

The contractor shall furnish the Railroad with certificates of insurance evidencing the insurance coverage's required above and shall also furnish the original Railroad Protective Liability insurance policy referred to in Item 4 above, at least thirty (30) day prior to the commencement of the License. The Railroad shall be named as an additional insured under the insurance coverage's outlined above. Certificates of Insurance and/or policies should be sent to Grand Elk Railroad, Inc., Real Estate Department, 315 West 3rd Street, Pittsburg, Kansas 66762.

All insurance policies shall be endorsed to provide that the insurance company shall give thirty (30) days prior written notice to Grand Elk Railroad, Inc., 315 West 3rd Street, Pittsburg, Kansas 66762 if the policies are to be terminated or if any changes are to be made which will in any way affect the insurance requirements of the License.

c. Construction. If any of the insurance is canceled, the Contractor and all subcontractors must cease operations as of the date of cancellation and cannot resume operations until new insurance is in force.

d. Measurement and Payment. The Contractor must pay for railroad liability insurance. Insurance costs as described in this special provision will be included as part of other pay items.