

NOTICE TO PROSPECTIVE BIDDERS
RI CONTRACT NO. 2024-CB-018 – ADDENDUM NO. 2

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. Plans

1. Sheet 6

Delete Sheet 6 and replace with Revised Sheet 6 (R-1) attached to this Addendum No. 2. “To Boston” and “To New York” arrows have been added to the plan.

2. Sheet 7

Delete Sheet 7 and replace with Revised Sheet 7 (R-1) attached to this Addendum No. 2. Reference to Amtrak Specs has been added.

3. Sheet 10

Delete Sheet 10 and replace with Revised Sheet 10 (R-1) attached to this Addendum No. 2. “To Boston” and “To New York” arrows have been added to the plan.

B. JS Pages

1. Page JS-18

Delete Page JS-18 and replace with Revised Page JS-18 (R-1) attached to this Addendum No. 2. 936.9902 “Force Account Bank – Unexpected Amtrak Downtime” has been revised.

C. CS Pages

1. Appendix D6

Add New Section D6 attached to this Addendum No. 2. “Amtrak Insurance Requirements” have been added.

D. Other

1. Solicitation Q&A Center

Attached to this Addendum No. 2 are the Contractor Questions asked during the Q&A Duration Period with corresponding answers by the Department.

JOB SPECIFIC GENERAL NOTES

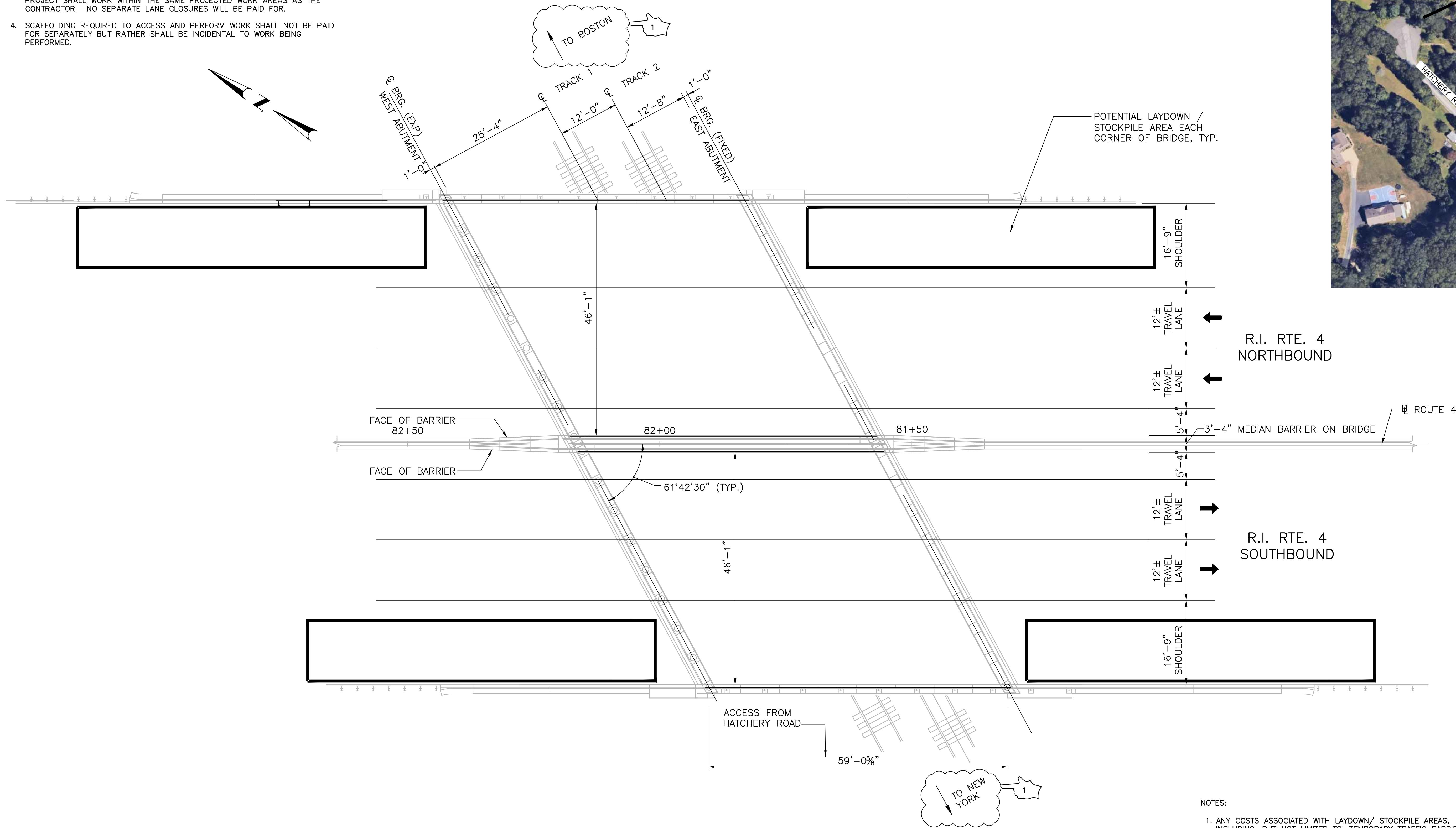
- ALL GRASSED AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REESTABLISHED WITH PLANTABLE SOIL AND TYPE 1 SEED. IF AREAS ARE BEYOND THE WORK LIMITS THEN THE COST SHALL BE BORNE BY THE CONTRACTOR.
- IN ADDITION TO THOSE AREAS SPECIFICALLY DESIGNATED ON THE PLANS, ALL DISTURBED AREAS INCLUDING THE CONTRACTOR'S STOCKPILE AREAS WITHIN THE RIGHT-OF-WAY SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.
- ANY SUBCONTRACTORS EMPLOYED BY THE CONTRACTOR OR RIDOT ON THIS PROJECT SHALL WORK WITHIN THE SAME PROJECTED WORK AREAS AS THE CONTRACTOR. NO SEPARATE LANE CLOSURES WILL BE PAID FOR.
- SCAFFOLDING REQUIRED TO ACCESS AND PERFORM WORK SHALL NOT BE PAID FOR SEPARATELY BUT RATHER SHALL BE INCIDENTAL TO WORK BEING PERFORMED.

JOB SPECIFIC MAINTENANCE AND PROTECTION OF TRAFFIC NOTES

- TEMPORARY CONSTRUCTION SIGNS AND ALL APPLICABLE TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF WORK IN ANY SECTION OPEN TO TRAFFIC.
- ANY CONE WEIGHTS REQUIRED ON RI STD. 26.1.0 "FLUORESCENT TRAFFIC CONES" SHALL BE INCIDENTAL TO THE CONTRACT.



KEY MAP
NOT TO SCALE



POTENTIAL LAYDOWN / STOCKPILE PLAN

SCALE: 1"=10'

NOTES:

- ANY COSTS ASSOCIATED WITH LAYDOWN/ STOCKPILE AREAS, INCLUDING, BUT NOT LIMITED TO, TEMPORARY TRAFFIC BARRIER, ACCESS TO UNDERSIDE OF BRIDGE, ETC. SHALL BE BORNE BY THE CONTRACTOR.
- SEE KEY PLAN FOR AMTRAK ACCESS POINTS TO WORK AREA.



RHODE ISLAND
DEPARTMENT OF TRANSPORTATION

DESIGNED BY:
CHECKED BY:
DATE:
SHEET:
OF:

SCALE:

REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY
1	4-22-2024	JW			

BRIDGE GROUP 46_R
REPAIRS OF LAFAYETTE RAILROAD BRIDGE NO. 243
NORTH KINGSTOWN
RHODE ISLAND

JOB SPECIFIC PLAN SYMBOLS,
LEGEND & NOTES

GENERAL NOTES

- ALL CONSTRUCTION INDICATED ON THESE PLANS SHALL BE IN ACCORDANCE WITH:
 - THE AUGUST, 2023 RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (RI STANDARD SPECIFICATIONS).
 - THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LRFD BRIDGE CONSTRUCTION SPECIFICATIONS, NINTH EDITION, 2020, INCLUDING THE LATEST INTERIM REVISIONS.
 - THE SPECIFICATIONS ACCOMPANYING THESE PLANS.
- DIMENSIONS, STATIONS, AND ELEVATIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH OF A FOOT OR ONE-EIGHTH OF AN INCH, EXCEPT STRUCTURAL STEEL DIMENSIONS WHICH ARE TO THE NEAREST ONE-SIXTEENTH OF AN INCH.
- ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- COORDINATES USED ON THESE PLANS ARE BASED ON THE STATEWIDE COORDINATE SYSTEM, THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
- FOR BENCH MARKS AND TIES SEE HIGHWAY LOCATION PLANS.
- ANGLES ARE SHOWN TO THE NEAREST SECOND.
- ALL FOOTINGS SHALL BE APPROVED BY THE ENGINEER AS TO DIMENSIONS, ELEVATIONS, AND SUITABILITY OF FOUNDATION MATERIAL BEFORE THE PLACING OF PRECAST CONCRETE.
- ALL WORKING POINTS ARE SHOWN AT THE CENTERLINES OF BEARINGS OF ABUTMENTS AND CENTERLINES OF PIERS, UNLESS OTHERWISE NOTED.
- ALL ABUTMENTS AND WALLS ARE DRAWN LOOKING AT THE EXPOSED FACES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL ELEVATIONS, DIMENSIONS, DETAILS, ANGLES, STRUCTURAL MEMBER SIZES, AND LAYOUTS AS SHOWN ON THESE PLANS. THIS PRIOR FIELD VERIFICATION IS ESPECIALLY PERTINENT FOR PRE-FABRICATED STRUCTURAL ITEMS, WORK IN THE VICINITY OF EXISTING UTILITIES, AND FOR EXISTING STRUCTURAL ITEMS TO REMAIN.
- THE EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND WERE LOCATED USING THE BEST AVAILABLE INFORMATION. NO BUILDING SERVICE CONNECTIONS (ELECTRIC, TELEPHONE, GAS, WATER, SANITARY AND OTHERS) ARE SHOWN. THE CONTRACTOR IS TO ASSUME THAT SERVICES TO ALL BUILDINGS ARE PRESENT.
- BOTH FEDERAL AND STATE LAW (RI GENERAL LAW 39-1.2) REQUIRE NOTIFICATION OF APPROPRIATE UTILITY COMPANIES BEFORE DIGGING, TRENCHING, BLASTING, DEMOLISHING, BORING, BACK FILLING, GRADING, LANDSCAPING, OR OTHER EARTH MOVING OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES (INCLUDING THROUGH THE "DIG SAFE" PROGRAM) TO ENSURE THAT ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, HAVE BEEN MARKED BEFORE COMMENCEMENT OF SUCH WORK. THE CONTRACTOR SHOULD UNDERSTAND THAT NOT ALL UTILITIES SUBSCRIBE TO THE "DIG SAFE" PROGRAM. ANY DAMAGE TO EXISTING UTILITIES MARKED IN THE FIELD, OR AS A RESULT OF FAILING TO CONTACT THE APPROPRIATE UTILITY COMPANIES, SHALL BE REPAIRED OR REPLACED (AS DEEMED APPROPRIATE BY THE STATE AND/OR THE IMPACTED UTILITY COMPANY) AT NO ADDITIONAL COST TO THE STATE.

DESIGN DATA [CONT.]

- LOAD FACTORS**
ALL LOAD FACTORS SHALL BE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, EXCEPT AS MODIFIED IN THE RHODE ISLAND LRFD BRIDGE DESIGN MANUAL (SPECIFIED BELOW).
 - THE LOAD FACTOR FOR TEMPERATURE GRADIENT SHALL BE TAKEN AS ZERO.
 - THE LOAD FACTOR FOR LIVE LOAD FOR THE EXTREME EVENT I SHALL BE TAKEN AS ZERO.
 - THE LOAD FACTOR FOR DEAD LOAD FOR THE EXTREME EVENT I AND EXTREME EVENT II SHALL BE TAKEN AS 1.00.
 - THE LOAD FACTOR FOR SETTLEMENT FOR ALL LIMIT STATES SHALL BE TAKEN AS 1.00.
- LIVE LOADS**
 - THE DESIGN VEHICULAR LIVE LOAD SHALL BE THE HL-93 DESIGNATION ADJUSTED FOR DYNAMIC LOAD ALLOWANCE AND MULTIPLE PRESENCE FACTOR.
- TRAFFIC DATA**
 - AADT (2024) 57,000 VPD
 - AADT (2049) 64,500 VPD
 - D 50/50
 - K 10%
 - T (PEAK HOUR) 2%
 - DHV 6,450 VPH
 - DDHV 3,225 VPH
 - DESIGN SPEED 60 MPH

AMTRAK GENERAL NOTE

- FOR ALL AMTRAK ENGINEERING PRACTICES - REFERENCE EP 3014, LOCATED IN SECTION D4 & D5 OF THE CS PAGES (p. 102-121)

MATERIALS

- STRUCTURAL STEEL:
- AASHTO DESIGNATION M 270, GRADE 50
- REINFORCING STEEL:
- AASHTO DESIGNATION M 31, GRADE 60, GALVANIZED
- CONCRETE STRENGTHS:
- CLASS HP 3/4" f_c = 5,000 PSI (28 DAYS)
- PEDESTALS AND KEEPER BLOCKS

LUMP SUM BID ITEM NOTES



- THE CONTRACTOR SHALL NOTE THAT SOME BRIDGE ITEMS ON THIS PROJECT ARE PAID FOR ON A LUMP SUM BASIS OR ARE INCLUDED FOR PAYMENT UNDER OTHER LUMP SUM ITEM(S). IN GENERAL THESE INCLUDE BUT MAY NOT BE LIMITED TO:
 - MOBILIZATION
 - FURNISH, INSTALL, MAINTAIN, AND MOVE TEMPORARY TRAFFIC PROTECTION

THESE ITEMS SHALL CONFORM TO THE RI STANDARD SPECIFICATIONS, SECTION 109.07 "PARTIAL PAYMENT OF LUMP SUM ITEMS".
- FOR REQUIREMENTS AND WORK DESCRIBED IN THE CONTRACT DOCUMENTS BUT NOT EXPRESSLY IDENTIFIED TO BE MEASURED SEPARATELY FOR PAYMENT, THE COST THEREOF SHALL BE INCLUDED IN THE CONTRACT BID PRICES OF THE ITEMS OF WORK TO WHICH THEY PERTAIN AS LISTED IN THE PROPOSAL.

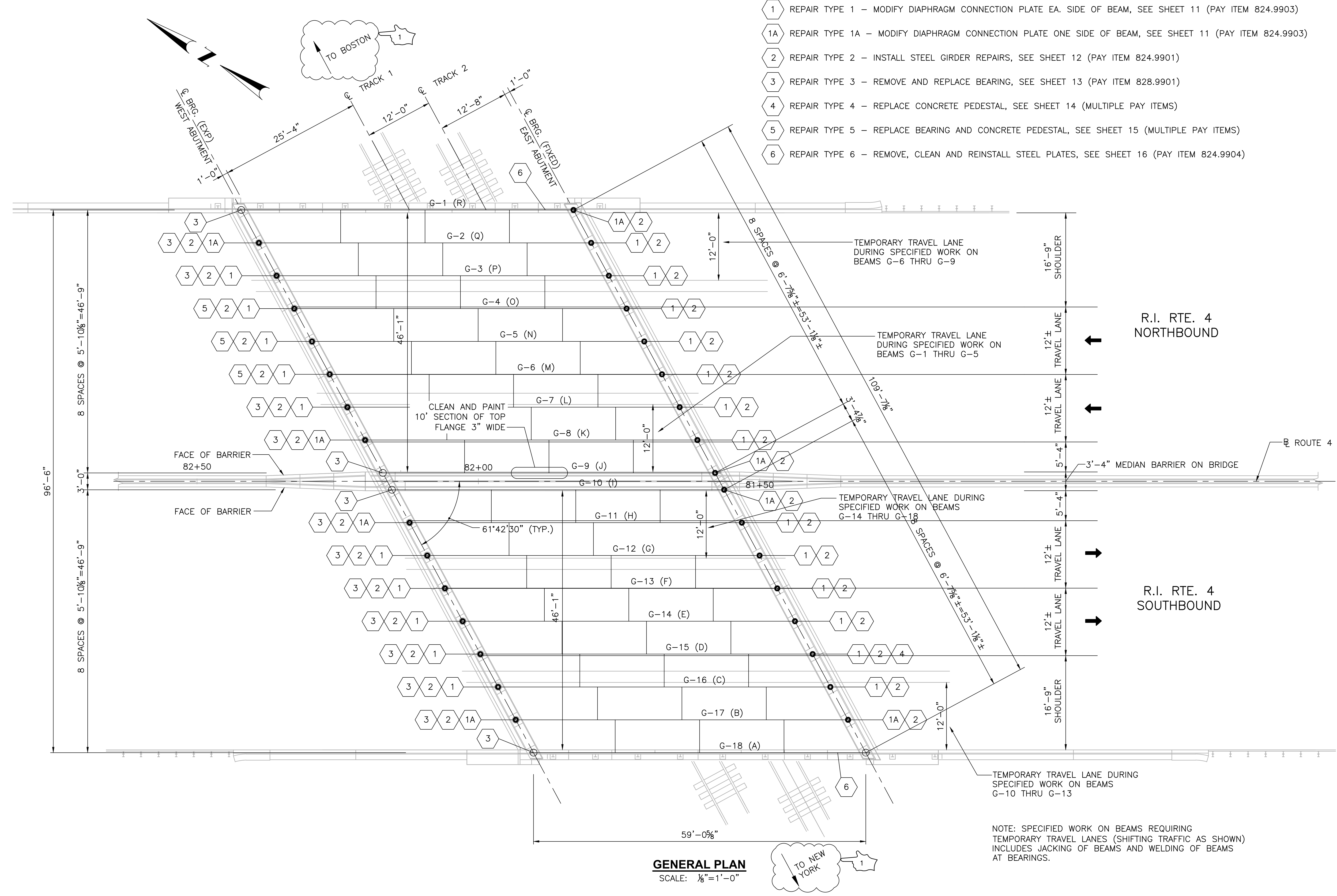
DESIGN DATA

- DESIGN SPECIFICATIONS**
 - THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, NINTH EDITION, 2020, INCLUDING ALL INTERIM REVISIONS TO DATE.
 - THE RHODE ISLAND LRFD BRIDGE DESIGN MANUAL 2007 EDITION INCLUDING ALL REVISIONS TO DATE.
 - ALL OTHER APPLICABLE DESIGN SPECIFICATIONS ARE REFERENCED IN SECTION 1 OF THE RHODE ISLAND LRFD BRIDGE DESIGN MANUAL DATED 2007.
 - THE AUGUST, 2023 RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (RI STANDARD SPECIFICATIONS).
 - IN CASE OF CONFLICT, THE RHODE ISLAND LRFD BRIDGE DESIGN MANUAL SHALL GOVERN.
- LOAD MODIFIERS**
THE LOAD MODIFIERS FOR THIS PROJECT ARE AS FOLLOWS:
 - THE LOAD MODIFIER FOR DUCTILITY SHALL BE TAKEN AS 1.00 FOR ALL LIMIT STATES.
 - THE LOAD MODIFIER FOR REDUNDANCY SHALL BE TAKEN AS 1.00 FOR ALL LIMIT STATES.
 - THE LOAD MODIFIER FOR OPERATIONAL IMPORTANCE SHALL BE TAKEN AS 1.00.

[CONT.]

		RHODE ISLAND DEPARTMENT OF TRANSPORTATION	DESIGNED BY: CHECKED BY: DATE: SHEET: OF:	SCALE: <table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>NO.</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>4-23-2024</td> <td>JW</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	REVISIONS			REVISIONS			NO.	DATE	BY	NO.	DATE	BY	1	4-23-2024	JW				BRIDGE GROUP 46_R REPAIRS OF LAFAYETTE RAILROAD BRIDGE NO. 243 NORTH KINGSTOWN RHODE ISLAND BRIDGE GENERAL NOTES - 1
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NO.	DATE	BY	NO.	DATE	BY																		
1	4-23-2024	JW																					
2606K_V1_007_BRNOTES1_R1																							

- 1 REPAIR TYPE 1 - MODIFY DIAPHRAGM CONNECTION PLATE EA. SIDE OF BEAM, SEE SHEET 11 (PAY ITEM 824.9903)
- 1A REPAIR TYPE 1A - MODIFY DIAPHRAGM CONNECTION PLATE ONE SIDE OF BEAM, SEE SHEET 11 (PAY ITEM 824.9903)
- 2 REPAIR TYPE 2 - INSTALL STEEL GIRDER REPAIRS, SEE SHEET 12 (PAY ITEM 824.9901)
- 3 REPAIR TYPE 3 - REMOVE AND REPLACE BEARING, SEE SHEET 13 (PAY ITEM 828.9901)
- 4 REPAIR TYPE 4 - REPLACE CONCRETE PEDESTAL, SEE SHEET 14 (MULTIPLE PAY ITEMS)
- 5 REPAIR TYPE 5 - REPLACE BEARING AND CONCRETE PEDESTAL, SEE SHEET 15 (MULTIPLE PAY ITEMS)
- 6 REPAIR TYPE 6 - REMOVE, CLEAN AND REINSTALL STEEL PLATES, SEE SHEET 16 (PAY ITEM 824.9904)



GENERAL PLAN
SCALE: 1/8" = 1'-0"

NOTE: SPECIFIED WORK ON BEAMS REQUIRING TEMPORARY TRAVEL LANES (SHIFTING TRAFFIC AS SHOWN) INCLUDES JACKING OF BEAMS AND WELDING OF BEAMS AT BEARINGS.

		RHODE ISLAND DEPARTMENT OF TRANSPORTATION	DESIGNED BY: CHECKED BY: DATE: SHEET: OF:	SCALE: <table border="1" style="font-size: 8px; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>NO.</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>4-22-2024</td> <td>JW</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	REVISIONS			REVISIONS			NO.	DATE	BY	NO.	DATE	BY	1	4-22-2024	JW				BRIDGE GROUP 46_R REPAIRS OF LAFAYETTE RAILROAD BRIDGE NO. 243 NORTH KINGSTOWN RHODE ISLAND
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CODE 936.9902

FORCE ACCOUNT BANK – UNEXPECTED AMTRAK DOWNTIME

DESCRIPTION: The intent of this item is to cover Contractor costs associated with AMTRAK cancellations of scheduled track outages for which the Contractor’s forces are mobilized prior to being informed of AMTRAK’s notice of cancellation. Compensation shall be limited to actual hours lost that were scheduled with AMTRAK and were cancelled by AMTRAK at 9:00 PM or later on the same working day. Reimbursement shall be limited to the hourly rate of wage as shown by certified payroll for labor hours lost (up to two hours) and the standby rate for leased or rented equipment (up to two hours) that was mobilized for use on the project. Minor tools, expendable accessories and equipment, project trailers, storage boxes and personnel facilities shall not be eligible for reimbursement under this item. The Contractor shall make every effort to reassign the idled workforce to other work activities not requiring track outages.

No payment will be made for any contractor owned equipment.

MATERIALS: Not applicable.

CONSTRUCTION METHODS: Not applicable.

METHOD OF MEASUREMENT: “Force Account Bank-Unexpected Amtrak Downtime” will not be measured for payment. This item will be documented and paid for on the Force Account Basis as set forth below under “Basis of Payment”.

BASIS OF PAYMENT: The Department will pay “Force Account Bank-Unexpected Amtrak Downtime” on a force account basis in accordance with Subsection 109.04 of the Rhode Island Standard Specifications for Road and Bridge Construction, August, 2023 Edition, with all revisions.

The Department has established an estimated dollar amount for this work and as extended in the Proposal is an authorized amount from which said Force Account payments will be drawn.

D6

Amtrak

Amtrak Insurance Requirements

**ATTACHMENT B
INSURANCE REQUIREMENTS**

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

Revised as of September 1, 2021

DEFINITIONS

In these Insurance Requirements, "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and, as appropriate, its subsidiary, Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property or the party with whom Amtrak has contracted in another agreement (e.g., Preliminary Engineering Agreement, Design and/or Construction Phase Agreement, Force Account Agreement, License Agreement), as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property or other such agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost, the types of insurance specified below:

1. **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 Contractor. Employer's Liability coverage shall have the following minimum limits of coverage:

\$1,000,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employee

In the event the Operations are to be performed on, over, or adjacent to navigable waterways, a U.S. Longshoremen and Harbor Workers' Compensation Act Endorsement and an Outer Continental Lands Act Endorsement are required.

2. **Commercial General Liability (CGL) Insurance** covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. 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 deleted and with no exclusions for Explosion/Collapse/Underground (X-C-U). Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

This policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate
\$2,000,000	Products and Completed Operations

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) 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.
 - B. 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.
 - C. Coverage for such additional insureds shall be primary and non-contributory with respect to any other insurance the additional insureds may carry.
 - D. Such coverage may be provided by a combination of a primary CGL policy and a following form excess or umbrella liability policy.
3. **Automobile Liability Insurance** covering the liability of Contractor 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 Contractor's CGL insurance. The policy shall have the following minimum limits of coverage:

\$1,000,000	Each Occurrence, Combined Single Limit
-------------	--

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) 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.

- B. Coverage shall include bodily injury (including disease or death), personal injury and property damage (including loss of use) liability and cover damages resulted from loading and unloading activities.
 - C. In the event Contractor 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 and the limits of liability are to be increased to **\$5** million each occurrence.
4. **Railroad Protective (RRP) Liability Insurance** covering the Operations performed by Contractor within fifty (50) feet vertically or horizontally of railroad tracks. The policy shall be written on a current ISO Occurrence Form (claims-made forms are unacceptable) in the name of National Railroad Passenger Corporation (and, as appropriate WTC) and all commuter agencies and railroads that operate over the property or tracks at issue). The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$6,000,000	Policy Aggregate

In addition, the following shall apply:

- A. The policy shall have coverage 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.
- B. Policy Endorsement CG 28 31 - Pollution Exclusion Amendment is required to be endorsed onto the policy.
- C. "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."

- D. In the alternative, and upon Amtrak's approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of the Agreement, shall be prepaid by Contractor. In the event Contractor and Amtrak agree to insure the Operations under Amtrak's RRP Program, **Contractor shall include the RRP premium outlined in section 1**, and send its payment prior to commencement of Operations.

5. **All Risk Property Insurance** covering damage to or loss of all personal property of Contractor used during Operations including, but not limited to, tools, equipment, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed for the full replacement cost value. Such insurance policies shall include a waiver of subrogation and any other rights of recovery in favor of Amtrak.

6. **Contractor's Pollution Liability Insurance** covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, which arise from the Operations of Contractor. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
 - B. The coverage shall be maintained during the term of the Operations and for at least two (2) years following completion thereof.
-
7. **Pollution Legal Liability Insurance** is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor or its transporter, as well as the disposal site operator, shall maintain this insurance. The policy shall have the following minimum limits of coverage:

\$2,000,000	Each Occurrence
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to Amtrak.

- B. The policy shall name National Railroad Passenger Corporation (and, as appropriate, WTC) and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds.
 - C. 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.
8. **Professional Liability Insurance** covering the liability of Contractor for any errors or omissions committed by Contractor providing professional design or engineering services in the performance of the Operations, regardless of the type of damages. The policy shall have the following minimum levels of coverage:

\$2,000,000	Per Claim
\$2,000,000	Annual Policy Aggregate

In addition, the following shall apply:

- A. The coverage shall be maintained during the Operations and for at least three (3) years following completion thereof.
- B. The policy shall have a retroactive date that coincides with or precedes any design work on the project.
- C. If Contractor is not performing professional design or engineering services, Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 “Incidental Professional Liability” to its CGL policy.

MISCELLANEOUS

1. **General**

- A. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed.
- B. Contractor shall require all subcontractors to carry the insurance required herein or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates.
- C. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed.
- D. Unless noted otherwise herein, all insurance shall remain in force until all Operations are

satisfactorily completed, all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted.

- E. Contractor may provide for the insurance coverages with such deductible or retained amount as Amtrak may approve from time to time, except, however, that Contractor shall, at its sole cost, 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.
 - F. Contractor's failure to comply with the insurance requirements set forth in these Insurance Requirements shall constitute a violation of the Agreement.
2. **Waiver of Subrogation** As to all insurance policies required herein, Contractor waives all rights of recovery, and its insurers must waive all rights of subrogation of damages against Amtrak (and, as appropriate, WTC) and their agents, officers, directors, and employees. The waiver must be stated on the certificates of insurance.
3. **Punitive Damages** Unless prohibited by law, no liability insurance policies required herein shall contain an exclusion for punitive or exemplary damages.
4. **Claims-Made Insurance** If any liability insurance specified herein shall be provided on a claims-made basis then, in addition to coverage requirements above, the following shall apply:
- A. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);
 - B. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - C. Contractor shall maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., CGL, Professional Liability, Pollution Legal Liability) for at least three (3) years following completion of Operations; and
 - D. If insurance is terminated for any reason and not replaced with insurance meeting the requirements herein, Contractor shall purchase an extended reporting provision of at least four (4) years to report claims arising from Operations.
5. **Evidence of Insurance**
- A. Contractor shall submit to Amtrak the original RRP Liability Insurance Policy and certificates of insurance evidencing the other required insurance. In addition, Contractor agrees to provide certified copies of the insurance policies for the required insurance within thirty (30) days of Amtrak's written request.
 - B. Contractor shall furnish evidence of insurance as specified herein at least fifteen (15) days prior to commencing Operations. The fifteen (15) day requirement may be waived by Amtrak in

- situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak.
- C. Prior to the cancellation, renewal, or expiration of any insurance policy specified above, Contractor shall furnish evidence of insurance replacing the cancelled or expired policies.
 - D. ALL INSURANCE 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.
 - E. Evidence of insurance coverage shall be sent to:

Senior Manager Engineering

National Railroad Passenger Corporation

30th Street Station, Mailbox 64

2955 Market Street

Philadelphia, PA 19104-2817

RI CONTRACT NO. 2024-CB-018
SOLICITATION Q&A CENTER

Showing 1-9 out of 9 posts

Publish

John Rocchio Corporation 6 days ago

If required, how will the abatement of guano be paid?

Reply

Dept of Transportation 16 minutes ago

Guano removal, should it be required, will be included under pay item 820.0100 in accordance with Section 820 and 815 of the RI Standard Specifications.

Visible to Bid Board (Public)

Aetna Bridge Company 7 days ago

JS Section 936.9902 states that only the standby rate for leased or rented equipment will be reimbursed under the force account for unexpected Amtrak downtime. Please reconsider this to include the cost of contractors owned equipment as well. There does not seem to be a basis for not allowing contractors owned equipment as any other force account would. Using the contractors owned equipment will be more efficient and is more cost effective than using all rented equipment on site just to receive the reimbursement through the force account.

Reply

Dept of Transportation 18 minutes ago

It is the intent of this Special Provision to only pay for equipment which is rented for a specific task for a specific time period. Owned equipment shall be included under Mobilization.

Visible to Bid Board (Public)

Aetna Bridge Company 7 days ago

JS Section 936.9902 states compensation for labor and equipment hours lost due to unanticipated Amtrak delays is limited to 4 hours per shift. Please reconsider the specification language and provide for actual hours lost based on a full 8 hour work shift. So if an entire shift is lost with no work hours provided the reimbursement would be for entire 8 hours which is the actual cost to the contractor. If there are 2 consecutive days of only 2 hour work shifts and the contractor expects to get 4 hour work shifts they are working 16 hours for 4 hours of production time which according to the specification we should get in 1 shift or 8 hours of work. So again the contractor should be reimbursed for 8 hours instead of 4 hours of work. The contractor has no means to recover these added lost production hours or know what to carry for them, given the unknown nature of the actual Amtrak downtime hours provided, if not through this force account downtime force account.

Reply

Dept of Transportation 10 minutes ago

Hours lost above and beyond 2 hours (Revised JS Spec in Addendum 2) will not be reimbursed. It is anticipated that any cancelations will be on Track 2 only. Contractor shall schedule work accordingly, prioritizing Track 2 work, with preparedness to move work to Track 1.

Visible to Bid Board (Public)

Aetna Bridge Company 7 days ago

The cleaning and painting limits of 7.5' from the girder ends at the East Abutment put the girders will within the limits of the Amtrak ROW and no containment could be left in place to perform the blasting as it would be fouling the tracks. There is not enough work hours in a shift to install containment, blast, prime, remove grit and platform within a 3 hour work window. Will RIDOT allow the bottom

flanges of these girders to be power tool cleaned during track outages and the remaining portion of the beams can be cleaned and painted per Section 825 using the bottom flanges and shielding between them for containment.

Reply

Dept of Transportation 20 minutes ago

All Surface Preparation shall conform to the Standard Specifications. Containment shall be capable of being removed during non-working hours.

Visible to Bid Board (Public)

John Rocchio Corporation 2 weeks ago

Can you confirm that all exposed faces of the beams and diaphragms within the 7'-6" limits shown on sheet 9 of the plans, plus the 10ft section of G9 shown on sheet 10, are to be cleaned and painted?

Reply

Dept of Transportation 2 weeks ago

All exposed faces of the beams and diaphragms within the 7'-6" limits as shown on sheet 9, and in accordance with Painting Structural Steel Notes as shown on sheet 8, shall be cleaned and painted. Additionally, Girder G9 only requires a 10' x 3" section of the top flange to be cleaned and painted as shown on sheet 10.

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Mohawk Northeast, Inc. 3 weeks ago

Can the latest bridge inspection report be provided to bidders?

Reply

Dept of Transportation 2 weeks ago

The latest bridge inspection report will be added by Addendum

Visible to Bid Board (Public)

John Rocchio Corporation 3 weeks ago

Is the GC responsible for relocating the bonding wires? If so, how is this work paid?

Reply

Dept of Transportation 2 weeks ago

Amtrak will be relocate the Bonding Wires

Visible to Bid Board (Public)

John Rocchio Corporation 3 weeks ago

If special Amtrak Insurances are required for the GC and/or its subcontractors, how are they to be paid?

Reply

Dept of Transportation 2 weeks ago

Amtrak Insurance requirements will be added by Addendum 2 as Section D6 of the CS Pages

Visible to Bid Board (Public)

John Rocchio Corporation 3 weeks ago

Are there any special Amtrak Insurances required to be obtained by the GC?

Reply

Dept of Transportation 2 weeks ago

Amtrak Insurance requirements will be added by Addendum 2 as Section D6 of the CS Pages

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