

Addendum No. 1

Issue Date: 11/27/2024

Project Name: **NEP AREA 7 WATER DISTRIBUTION PROJECT**

Project Number: **298-NEPArea7WLProject2-FY25**

TO: Prospective Applicants

This addendum forms a part of the **Advertisement for Bids** and modifies the original Project Number **298-NEPArea7WLProject2-FY25** only to the extent specifically noted below. Failure to acknowledge this addendum in the submittal may subject the submitter to being deemed non-responsive.

This Addendum consists of 11 pages in total.

Clarification #1: A new technical specification section has been issued, to replace the original specs that was provided with the plan set and contract documents. The new spec can be obtained by reaching out to mletterman@ashevillenc.gov or by going to the original link that was provided. The changes in the Technical Specs do not change anything within the contract document.

The revised technical specifications include the following changes:

- 01810 - Encasement Pipe Installation (ADDED)
- 01900 - Rip Rap (ADDED)
- 05400 - Bituminous concrete surface Course, Type I-1 and I-2 (ADDED)
- All measurement and payment in the technical specifications will now be pointed to section 1015.

Clarification #2: A new Insurance Section has been provided below to replace section 12.1.1 thru 12.1.4.7 in the General Conditions Section 00230 of the contract to cover OMEGA rail insurance policy. The Omega Rail permit will not be issued till the lowest responsive bidder has been selected and the contractor has submitted the required insurance policy. See Exhibit B below from Omega Rail.

Response to Questions:

1. **Question:** Does any of the pipe work or paving have to be done at night?

Response: Per NCDOT Encroachment only the work in the intersection of US Hwy 25 at Thompson Street will require night work between the hours of 8pm & 5am. The Encroachment will be corrected to show US25 and not NC81 (No work is being done on NC81).

2. **Question:** While we were examining the documents for the project above we noticed the highlighted specification sections in the attached Table of Contents are missing. Were these left out

intentionally?

Response: The missing sections were added to a revised Technical specs and the missing NCDOT Encroachment and NCDEQ Erosion Control Permit can be obtained by reaching out to mletterman@ashevillenc.gov or by going to the original link that was provided.

The OMEGA Rail requirements are attached below.

The Corrected Table of Contents can be found below.

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

Authorized Signature

Company

Date

The following will replace 12.1.1 - 12.1.4.7 in the General Conditions

INSURANCE: The Successful Bidder (Contractor) agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, property insurance, auto liability, workers' compensation, employer's liability, pollution liability, railroad protective liability coverage with at least the minimum limits shown below. The Contractor agrees to ensure all subcontractors retained to provide services related to this Agreement carry adequate insurance. The Contractor shall furnish the City and Watco Companies (Railroad) with certificates of insurance for each type of insurance described herein, with the City and Omega Railroad listed as Certificate Holder and as an additional insured on the Contractor's general liability auto liability policies and provide a waiver of subrogation on the Contractor's general liability and workers' compensation policy. In the event of bodily injury, property damage, or financial loss caused by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City and/or the Railroad, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and their insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City.

Commercial General Liability: \$5,000,000 per occurrence

Commercial Auto Liability: \$1,000,000 combined single limit

Workers' Compensation: Statutory

Employer's Liability: \$1,000,000 each accident, disease per employee

Pollution Liability: \$5,000,000 per occurrence

Railroad Protective Liability: \$2,000,000 per occurrence / \$6,000,000 aggregate

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802 and Watco Companies, LLC and affiliates, subsidiaries, and assigns 315 W. 3rd Street, Pittsburg, KS 66762

SPECIFIC RAILROAD INSURANCE REQUIREMENTS:

In addition to the insurance stipulated above, the successful bidder (Contractor) will be required to obtain, maintain, and provide Watco Companies (Railroad) and the City all of the following lines insurance and minimum limits of coverage prior to performing services associated with this bid/project. Compliance with all Railroad insurance requirements, related submittals and approval from the Railroad are critical to the Project.

INSURANCE REQUIREMENTS FOR PIPELINE LICENSE

City retained Contractor (Licensee) shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying the insurance limits and coverages, with the appropriate endorsements, all as

outlined below are in effect.

COVERAGE TYPE & MINIMUM COVERAGE

Commercial General Liability (CGL): \$5,000,000 Per Occurrence

Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to:

- ☐ Bodily injury and property damage
- ☐ Fire legal liability
- ☐ Pollution liability (sudden and accidental)
- ☐ Emergency evacuation
- ☐ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable.
- ☐ Any exclusions related to the explosion, collapse and underground hazards shall be removed.
- ☐ No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.

All Risk Property: Replacement Value

All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following:

- ☐ Issued on a replacement cost basis.
- ☐ Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear.

Automobile Liability: \$2,000,000 Combined Single Limit Each Occurrence

Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.

Workers' Compensation: Statutory Limits

Employers Liability: \$1,000,000 Each Occurrence and \$1,000,000 Disease Per Employee

Must include coverage for Longshoremen's and Harbor Workers' Compensation and coverage for Federal Employers' Liability Act, if applicable.

Pollution Liability: \$5,000,000 Per Occurrence

Pollution Liability coverage must be included when the scope of the work as defined in the Agreement

includes installation, temporary storage, or disposal of any “hazardous” material that injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time. The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Railroad Protective Liability: \$2,000,000 Per Occurrence / \$6,000,000 Aggregate

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers’ Compensation and Employer’s Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.
3. If any policies are purchased on a “claims made” basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best’s Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.
2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee’s obligations hereunder.

5. Licensee is not allowed to have a self-insure greater than \$250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

The following will replace #1.a on page 123 of the contract under Special Conditions:

Certificate of Insurance lists:

City of Asheville, PO Box 7148, Asheville, NC 28802 and

Watco Companies, LLC and affiliates, subsidiaries, and assigns 315 W. 3rd Street, Pittsburg, KS 66762

COI list City of Asheville and Watco Companies, LLC as certificate holders and additional insureds under Contractor's general liability policy and provide a waiver of subrogation under the Contractor's general liability and workers' compensation policies.

Exhibit B

INSURANCE REQUIREMENTS FOR: Pipeline License		
Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.		
<u>COVERAGE TYPE</u>	>	<u>MINIMUM COVERAGE</u>
Commercial General Liability (CGL)	>	\$5,000,000 Per Occurrence
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to:		
<ul style="list-style-type: none"> · Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement. 		
All Risk Property	>	Replacement Value
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following:		
<ul style="list-style-type: none"> · Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear. 		
Automobile Liability	>	\$2,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract.		
If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	Statutory Limits where Services are to be performed
Employers Liability	>	\$1,000,000 Each Occurrence
	>	\$1,000,000 Disease Per Employee
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	\$5,000,000 Per Occurrence
Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.		
The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.		
If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.		
Railroad Protective Liability	>	\$2,000,000 Per Occurrence
		\$6,000,000 Aggregate

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Insurance Requirements continued on following page

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.
3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.
2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.
5. Licensee is not allowed to have a self-insure greater than \$250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

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APPENDIX A

NCDOT ENCROACHMENT AGREEMENTS

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NCDEQ EROSION CONTROL PERMIT

APPENDIX C

OMEGA RAIL PERMIT

1 – Added in Addendum 1

- End -