



ADDENDUM NO. 3

DATE: May 22, 2020
TO: ALL PLAN HOLDERS OF THE:
2020 PAVEMENT RESURFACING PROJECT
FROM: LYNETTE KONG – CITY OF MORGAN HILL
SUBJECT: CHANGES & CLARIFICATIONS

1) **Under Notice Inviting Bids, Section 1 “Bid Acceptance”**

- I. The Bid Opening Date has been changed to “**by or before Wednesday, May 27, 2020 at 1:30 p.m.** at the Development Services Center office, located at 17575 Peak Ave., Morgan Hill, California.”

2) **Under “Bid Schedule I – General”**

- I. **REPLACE** “BID SCHEDULE I – GENERAL” with “**REVISED BID SCHEDULE I – GENERAL (ADDENDUM #3, 5/22/20)**”, which is attached with this addendum.

3) **Under Special Conditions, Section 10.1 “Union Pacific Railroad Company Encroachment and/or Right of Entry Agreements.”**

- I. **ADD the following paragraph:** “Upon execution of the Right-of-Entry agreement, the Contractor will be required to sign a “Contractor’s Endorsement” to the City’s agreement with UPRR. Prior to starting any work within the UPRR right-of-way, the Contractor will have to pay a nonrefundable payment of approximately \$500 to the UPRR with the Contractor’s Endorsement and certificate(s) of insurance coverage required pursuant to the UPRR agreement. The anticipated insurance coverage requirements for the Contractor to obtain under the UPRR encroachment and/or right-of-entry agreement(s) are included in Appendix A of these Special Provisions. The anticipated insurance coverage that the Contractor will have to obtain will also include “Railroad Protective Liability Insurance” (RPLI); the UPRR website offers options for to purchase RPLI coverage from their national broker here: https://www.up.com/real_estate/rrinsurance/liability_insurance/index.htm. The Contractor is not required to obtain RPLI through the UPRR national insurance broker, and this resource is for information only.”

4) **Under Special Conditions**

- I. **ADD Appendix A: Anticipated UPRR Right-of-Entry Agreement Insurance Requirements**” to the end of the Special Provisions.

Attachments: 1) Revised Bid Schedule I – General (Addendum #3, 5/22/2020) (3 pages);
 2) Appendix A: Anticipated UPRR Right-of Entry Agreement Insurance
 Requirements (5 pages, including cover)

ADDENDUM ACKNOWLEDGMENT

Bidder acknowledges receipt of this addendum, which shall be attached to the proposal.

Contractor’s Representative

Date

**THIS DOCUMENT AND THE ATTACHMENTS SHALL BECOME PART OF THE
PROJECTS SPECIFICATION**

REVISED BID SCHEDULE I – GENERAL (ADDENDUM #3, 5/22/2020)

2020 Pavement Resurfacing Project

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Extended Total” column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form. Quantities shown are required for bid purposes and may or may not be final pay quantities. Actual quantities, if different, must be substantiated during the Project by the Contractor (either by field measurement, trucking tags, or other means acceptable to the Engineer).

Bid Item	Description of Bid Item	Approximate Quantity/Unit of Measure	Unit Price	Extended Total
1	Mobilization	1 LS	\$	\$
2	Traffic Control Systems	1 LS	\$	\$
3	Remove Pavement Markers, Striping, & Markings	1 LS	\$	\$
4	Temporary Pavement Delineation	1 LS	\$	\$
5	6' Wide Wedge Grind (2")	12,140 LF	\$	\$
6	12' Wide Wedge Grind (2")	5,835 LF	\$	\$
7	20' Wide Cold Planing at Overlay Conforms (2")	17,770 SF	\$	\$
8	2" Full Pavement Grind	214,400 SF	\$	\$
9	Pavement Micro-Milling	340,405 SF	\$	\$
10	Crack Seal (Revocable)	200,000 LF	\$	\$
11	4" Full Depth AC Pavement Repair (Revocable)	6,410 SF	\$	\$
12	6" Full Depth AC Pavement Repair (Revocable)	41,700 SF	\$	\$
13	3" Cold-in-Place Recycling (CIR)	193,975 SF	\$	\$
14	Asphalt Concrete Overlay	7,715 TONS	\$	\$
15	Slurry Seal (Type II)	45,160 SY	\$	\$
16	Type E Traffic Detection Loops	127 EA	\$	\$

17	Type E (Modified) Traffic Detection Loops	32 EA	\$	\$
18	Lower & Raise Valve Box & Cover	28 EA	\$	\$
19	Lower & Raise Manhole Frame & Cover	18 EA	\$	\$
20	Lower & Raise Monument Box & Cover	13 EA	\$	\$
21	Raise Manhole Frame & Cover	17 EA	\$	\$
22	Raise Valve Box & Cover	27 EA	\$	\$
23	Raise Monument Box & Cover	2 EA	\$	\$
24	8" Striping (White)	270 LF	\$	\$
25	12" Striping – Limit Lines, Crosswalks (White & Yellow)	5,425 LF	\$	\$
26	24" Striping (White & Yellow)	315 LF	\$	\$
27	Striping, Detail 9	16,470 LF	\$	\$
28	Striping, Detail 21	700 LF	\$	\$
29	Striping, Detail 22	455 LF	\$	\$
30	Striping, Detail 25	3,500 LF	\$	\$
31	Striping, Detail 27B	35 LF	\$	\$
32	Striping, Detail 29	500 LF	\$	\$
33	Striping, Detail 32	445 LF	\$	\$
34	Striping, Detail 37B	475 LF	\$	\$
35	Striping, Detail 38	5,554 LF	\$	\$
36	Striping, Detail 39	13,790 LF	\$	\$
37	Striping, Detail 39A	3,135 LF	\$	\$
38	Striping, Detail 41	135 LF	\$	\$
39	Bike Lane Symbol with Person & Bike Lane Arrow	38 EA	\$	\$

40	Markings & Legends (White & Yellow)	2,865 SF	\$	\$
41	Two-Way Blue Hydrant Reflectors	47 EA	\$	\$
42	Preformed Green Thermoplastic Markings	5,755 SF	\$	\$
43	Sign & Pole	8 EA	\$	\$
44	Project Funding Sign Installation & Removal	4 EA	\$	\$
45	Supplemental Work	1 LS	\$50,000	\$50,000
Bid Schedule I Total Items (Items #1 – 45):			\$	

Bid Schedule I Total: \$

END OF BID SCHEDULE

APPENDIX A: Anticipated UPRR Right-of-Entry Agreement Insurance Requirements

Rev 090506

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements

Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. 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 is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

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.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

SAMPLE ONLY-RIGHT OF ENTRY

ISSUE DATE (MM/DD/YY)

CERTIFICATE OF INSURANCE

PRODUCER INSURANCE COMPANY NAME ADDRESS CITY, STATE, ZIP CODE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <div style="text-align: center;">COMPANIES AFFORDING COVERAGE</div> COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
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COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YY)	POLICY EXP. DATE(MM/DD/YY)	LIMITS	
<input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT. <input type="checkbox"/>	GENERAL LIABILITY OR				GENERAL AGGREGATE	\$10,000,000
					PRODUCTS-COMP/OP AGG.	\$5,000,000
					PERSONAL & ADV. INJURY	\$5,000,000
					EACH OCCURRENCE	\$5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	NA
					MED. EXPENSE(ANYONE PERSON)	NA
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE)	
<input type="checkbox"/> <input type="checkbox"/>	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
WORKER' COMPENSATION AND EMPLOYER'S LIABILITY					X STATUTORY LIMITS	
					EACH ACCIDENT	\$500,000
					DISEASE - POLICY LIMIT	\$500,000
					DISEASE - EACH EMPLOYEE	\$500,000
OTHER: Pollution Liability (when required by agreement)					GENERAL AGGREGATE	\$10,000,000
					EACH OCCURRENCE	\$5,000,000

CGL Policy is endorsed to include Union Pacific Railroad as Additional Insured as required by agreement.
 CGL Policy is endorsed to include "Contractual Liability Railroads" as required by agreement.
 Auto Liability Policy is endorsed to include "Certain Operations In Connection With Railroads" as required by agreement.
 Auto Liability Policy is endorsed to include Union Pacific Railroad as Additional Insured as required by agreement.
 Policy is endorsed with Motor Carrier Act Endorsement MCS 90 as required by agreement.
 Punitive damages (one of the following statements must be included):

1. Policies are silent concerning punitive damages.
2. Insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement.
3. All punitive damages are prohibited by all states in which this agreement will be performed.

Workers' Compensation Policy is endorsed waiving subrogation for Workers' Compensation and Employers Liability in favor of Union Pacific Railroad.
 Railroad Protective Liability as required by agreement with Railroad as named insured with limits of not less than \$2.0 million per occurrence and an aggregate of \$6.0 million. A binder stating policy is in place must be provided to Railroad until policy is forwarded to Railroad.

CERTIFICATE HOLDER UNION PACIFIC RAILROAD CO Real Estate Department ATT: <@<Contract Administrator>@> 1400 Douglas St STOP 1690 OMAHA, NE 68179-1690	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">ACCORD CORPORATION 1990.</div>
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