



CUY-90-14.90

PID 77332/85531

APPENDIX RR-06

**GCRTA Special Clauses
(Contract Document)**

State of Ohio
Department of Transportation
Jolene M. Molitoris, Director

**Innerbelt Bridge
Construction Contract Group 1 (CCG1)**

SPECIAL CLAUSES

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

I. Overview

The Design-Build contractor will be responsible for all technical coordination and drawing reviews with the Greater Cleveland Regional Transit Authority (GCRTA), as well as construction and flagman scheduling during subsequent construction phases. NS's primary technical contact is:

Mr. Waheeb A. Tadros, P.E.
Engineering & Project Management Division
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH. 44113-1331
Telephone: (216) 566-5036
FAX: (216) 771-4424
Email: wtadros@gcрта.org.

Copies of all correspondence with GCRTA should be copied to ODOT's State Rail Coordinator via email:

Rich Behrendt
Program Manager/State Rail Coordinator
Ohio Dept. of Transportation
1980 W. Broad St.
Columbus, OH. 43223
Phone: 614-387-3097
Email: richard.behrendt@dot.state.oh.us

Construction around active track, and/or on Railroad Right-of-Way, cannot begin until GCRTA has acknowledged, in writing, approval of the project; and a fully executed Standard Railroad Construction Agreement has been received by the State through ODOT's State Rail Coordinator in Columbus, and necessary insurance coverage (as stipulated on pgs. SC-2 – SC-4) as submitted by the Design-Build contractor has been acknowledged to be satisfactory in writing by GCRTA.

Standard Railroad Construction Agreements needed for this project with NS will be handled exclusively by ODOT's State Rail Coordinator.

The Design-Build contractor will comply with the following attached latest revisions of GCRTA Standards during construction, which are included herein:

Section 01450 – Safety Procedures

Section 01501 – Maintenance of Rail Traffic and Resumption of Revenue Service

Section 01502 – Standard Rail Flagging Procedures

The Railroad will require review and approval of preliminary and final drawings of those elements of the project that may impact the Railroad. The Railroad has agreed to provide a thirty (30) day maximum review time from the time documents are received in their office to the time comments and/or approval(s) are issued.

The following are General Requirements for the Design/Build consultant and/or construction Design-Build contractor when working on or around active Norfolk Southern railroad tracks.

II General Requirements:

The Design-Build contractor for this improvement agrees:

1. To cooperate at all times with the local officials of the railroad company.
2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the railroad company.
3. To conduct his work in a manner satisfactory to the Chief Engineer of the railroad company or his authorized representative, to perform his work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold his work at all times open to inspection of railroad company inspectors.
4. To cooperate with a public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To avoid unnecessary use of railroad property without written permission of the railroad company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the railroad company.
6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio, and further to carry insurance of the following kinds and amounts:

a) **Railroad Protective Liability Insurance.**

Railroad Protective Liability Insurance having a combined single limit of not less than \$6,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The corporate name and address of the "Named Insured" as listed on the policy shall be as follows:

**The Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH. 44113-1331**

The number of trains operating through the improvement at both locations is estimated to be:

230 Passenger trains per day @ 60 miles per hour

(b) General Insurance Requirements

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Ohio, and shall be taken out before execution of the Contract by the Director and kept 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 State. Such policies shall include thirty (30) days canceling notice. The cost of insurance hereinbefore specified in subsection (a) will be a specific bid item.

Notwithstanding the Department's Construction and Material Specification No.107.12 "Evidence" as above set forth shall consist of furnishing the Director of Transportation three (3) certified copies of the railroad policy.

7. The Design-Build contractor will be responsible for providing and paying for flaggers, and associated GCRTA-required certification, necessary to insure the safety and continuity of rail traffic, while work is to be performed as a part of this contract. Said flagmen will be provided when determined necessary by the transit authority because of any of the Design-Build contractor's operations over, under or adjacent to tracks over which trains are operating. The provision of such protective personnel and devices does not relieve the Design-Build contractor from the liability of payment for damage caused by his operations. See attached GCRTA Specification section 01502 for additional information.

Such flagging protection will be required when men or equipment are working within clearance limits of ten (10) feet from the centerline of each track or when work being performed adjacent to operating tracks may present hazards to tracks, train operations, or when equipment does or may infringe upon such limits.

The Design-Build contractor will not be permitted to operate any of his own equipment on transit authority tracks except under an acceptable arrangement with the transit authority. Such equipment and the operation of such equipment, or equipment rented from the transit authority, shall be arranged for by the Design-Build contractor with the transit authority and the cost for its use, including protection of transit authority train traffic, shall be borne by the Design-Build contractor.

The Design-Build contractor shall notify the following named individual for the transit authority at least 30 days, or as directed by the authorized representative of the transit authority, in advance of starting any work:

Mr. Waheeb A. Tadros, P.E.
Engineering & Project Management Division
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH. 44113-1331
Telephone: (216) 566-5036
FAX: (216) 771-4424
Email: wtadros@gcrta.org.

The Design-Build contractor shall notify the railroad at least 5 working days in advance of suspending or ceasing operations that require a flagger.

Transit authority protective personnel assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first working day that protective services begin, and on the last day that he performs such services. This will be required for each separate period that such services are provided. The Engineer will document such notification in the project diary.

The Design-Build contractor will be responsible for protective services provided at his request and not utilized due, in the opinion of the Engineer, to a change in the Design-Build contractor's construction schedule or if it is determined by the Engineer that the requested services were not necessary. The actual costs for such protective services so assessed to the Design-Build contractor will be deducted from the Contract.

The decision of the Director of Transportation shall be final in the event of controversy as to the necessity for any protection services provided and not utilized by the Design-Build contractor as described in the preceding paragraph.

8. To pay the transit authority or owning company for any changes, requested for his convenience, to transit authority property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
9. If at any time the Design-Build contractor desires a temporary crossing of the transit authority's tracks, he shall make a request for a temporary crossing from the transit authority. If approved, he shall arrange with the transit authority, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.
10. Methods and procedures for performing work on property of the Greater Cleveland Regional Transit Authority must be approved by:

Mr. Waheeb A. Tadros, P.E.
Engineering & Project Management Division
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH. 44113-1331
Telephone: (216) 566-5036
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End of Special Clauses