

OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223

TED STRICKLAND, GOVERNOR • JOLENE M. MOLITORIS, DIRECTOR

THE DEPARTMENT UTILIZES BID EXPRESS (<http://www.bidx.com>) AS THE OFFICIAL MEDIUM FOR ELECTRONIC BID SUBMITTAL. ALL BIDDERS MUST PREPARE BIDS AND SUBMIT THEM ONLINE VIA BID EXPRESS.

4/7/2009

Project 090241 **Addendum No. 1**
PID No. 83561
D12 – BH – FY2009 Vandal Fence
Bridge Repair
Letting: April 15, 2009

Notice to all Bidders and Suppliers to please be advised of the attached proposal addendum.

ADDENDA AMENDMENTS MUST BE ACKNOWLEDGED IN THE MISCELLANEOUS SECTION OF THE EXPEDITE (EBS) FILE AND ALL AMENDMENTS LOADED IN ORDER FOR YOUR BID TO BE CONSIDERED FOR AWARD OF THIS PROJECT. BID EXPRESS WILL NOT ACCEPT BIDS THAT DO NOT HAVE AMENDMENTS INCORPORATED. FAILURE TO INCORPORATE CHANGED QUANTITIES OR ITEMS IN YOUR EXPEDITE (EBS) SUBMISSIONS WILL RESULT IN THE REJECTION OF YOUR BID.

Respectfully,

A handwritten signature in black ink, appearing to read "Jolene M. Molitoris". The signature is fluid and cursive, with the first name "Jolene" being more prominent.

Jolene M. Molitoris, Director
Ohio Department of Transportation

TP: jwt

**Proposal Addendum
For
BH-FY2009-Vandal Fence; PID 83561
Project 090241**

Add to the bidding documents:

See the attached Railroad Agreements with Special Clauses.

Prebid Questions:

Q: References 49, 50, 51, 52, 53 and 54 call for mainly fence repairs to Bridge CUY-42-1457. Please note that the existing fence is only 5' high with a 2" square mesh opening that does not meet the current standards for a VPF fence (SCD VPF-1-90). The fence is not high enough and the mesh opening is too large.

Our business and others are located directly below this structure where damage has occurred to our property, etc. from falling debris and snow being plowed over the fence. There have also been two fatalities that we are aware of from people climbing over the fence and jumping off the bridge. The last fatality occurred approximately one year ago where this information was presented to ODOT in the Preconstruction Meeting for Project 080129.

It only seems appropriate from a safety perspective that this obsolete fence be replaced in accordance with the latest ODOT standards. It also makes good "Tax Dollar" sense to spend the money wisely. Thank You.

A: We have received your comments and will be investigating the fatalities with the Cleveland Police Department. Please bid as per plan.



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE, 1980 WEST BROAD STREET, COLUMBUS, OH 43223

TED STRICKLAND, GOVERNOR • JAMES G. BEASLEY, P.E., P.S., DIRECTOR

January 7, 2009

Mr. J.N. Carter, Jr.
Chief Engineer
Bridges and Structures
Norfolk Southern Corporation
1200 Peachtree Street, NE
Atlanta, Georgia 30309

Agreement No. 22390

Subject: Pearl Road (SR 42) Fence repair over NS
City of Cleveland, Cuyahoga County, OH.
Agency reference: D12-BH-FY2009, PID 83561
AARDOT No. 141947A
NS Cleveland Belt, Dearborn Division
MP CB-3.78

Received

FEB 24 2009

Ohio Dept of Transportation
Office of Real Estate

Dear Mr. Carter:

The proposed work for this project is detailed in the enclosed drawings, and includes fence repair and replacement, and sealing of the top and inside face of the existing concrete barrier at the location referenced above in the City of Cleveland, Cuyahoga County, OH.

All work will be performed from the overhead bridge, with no labor, equipment or material being within NS's operating or clearance envelope during execution of the work.

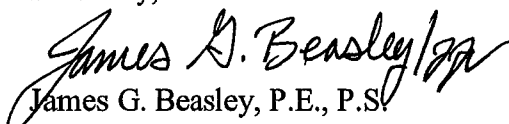
- 1) No work will commence until the Railway has approved the State's final plans for the project. All work will be performed in accordance with the approved plans, specifications and the attached Special Clauses in the Proposal.
- 2) During the performance of the work, temporary construction clearances of 22'-0" vertically above the top of rail and 13'-0" horizontally from the centerline of a track shall be maintained to any form work, false work or other temporary obstruction.
- 3) The State's Contractor will not be allowed to commence work on or over Railway property until the following conditions have been met:
 - a) The State has received notice from the Railway that the required insurance is satisfactory.

- b) The State has received written authorization from the Railway to begin work on Railway property. The written authorization will include the name and telephone number of the local representative who must be contacted to arrange for flag protection.
- 4) The State shall reimburse the Railway for all necessary force account work to accommodate the project, including but not limited to preliminary engineering, flagging, and construction engineering.
- 5) All obligations of the State provided for in this agreement which require the expenditure of funds by the State shall terminate at the end of the present biennium, being June 30, 2009. If construction covered under said agreement is not completed by June 30, 2009, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2009 and ending no later than June 30, 2011; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the State determining future appropriations will permit the State to renew said obligations.
- 6) Contingent upon meeting requirements indicated above, the company shall permit the State and/or its contractor to enter upon lands owned or operated by the company to permit the construction and/or maintenance referenced herein.
- 7) The State shall reimburse the railroad for applicable construction and engineering costs, based upon project billings rendered from the railroad in accordance with Federal Aid Policy Guide 140(1) of the Federal Highway Administration. The railroad shall render its billings to the State in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records and substantiating data for such costs as may be necessary.

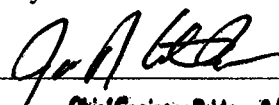
If you agree with the terms of this letter, please indicate your concurrence by signing in the space below and return one copy of this letter to Rich Behrendt, State Rail Coordinator.

Thank you for your assistance in this matter. Should you have any other questions or concerns about this project, please contact Mr. Behrendt at (614) 387-3097, or by email at richard.behrendt@dot.state.oh.us.

Sincerely,


James G. Beasley, P.E., P.S.
Director of Transportation

Accepted by Norfolk Southern Corporation:

By: 
Title: Chief Engineer Bridges & Structures
Date: 01-30-09

SPECIAL CLAUSES IN THE PROPOSAL

The bidder, if awarded the contract 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 \$5,000,000 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 above railroad protective policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended.

The standards for the Railroad Protective Liability Insurance are as follows:

The insurer must be rated A- or better by A.M. Best Company, Inc.

The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers: CG 00 35 01 96 and CG 28 31 10 93; or CG 00 35 07 98 and CG 28 31 07 98.

The named insured shall read:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Scott Dickerson, Director Risk Management

The description of operations must appear on the Declarations, must match the project description in this agreement and must include the appropriate Department project and contract identification numbers.

The job location must appear on the Declarations and must include the city, state and appropriate highway name/number.

The name and address of the prime contractor must appear on the Declarations.

The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

Other endorsements/forms that will be accepted are:

Broad Form Nuclear Exclusion – Form IL 00 21
30-day Advance Notice of Non-renewal or cancellation
Required State Cancellation Endorsement
Quick Reference or Index Form CL/IL 240

Endorsements/forms that are NOT acceptable are:

Any Pollution Exclusion Endorsement except CG 28 31
Any Punitive or Exemplary Damages Exclusion
Known injury or Damage Exclusion form CG 00 59
Any Common Policy Conditions form
Any other endorsement/form not specifically authorized above.

The number of trains operating over this crossing is estimated to be:

 0 Passenger trains per day @ a maximum authorized operating speed of miles per hour.

 3 Freight trains per day @ a maximum authorized operating speed of 15 miles per hour.

(b) **Commercial General Liability Insurance**

Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name Railroad specified in subsection (a) above as an additional insured, and shall include a severability of interests provision.

(c) **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 Railroad company will assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract. Said services and devices will be provided when necessary, as determined by the railroad company, because of any of the 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 Contractor from the liability of payment for damage caused by his operations.

The Contractor shall notify the following named individual for each railroad company at least 30 days, or as directed by the authorized representative of the Railroad, in advance of starting any work which might require protection:

J.N. Carter, Jr., Chief Engineer
Bridges and Structures
Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, GA 30309
Attn: Rhonda Moore
Telephone: (404) 529-1436

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

The 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 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 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 Contractor as described in the preceding paragraph.

8. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
9. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, 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 Norfolk Southern Railway Company must be approved by: J.N. Carter, Jr. / Rhonda Moore.

AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER

The authorized representative of the Railroad company, hereinafter referred to as the Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of railroad traffic of his company including the adequacy of the foundations and structures supporting the railroad tracks.

NOTICE OF STARTING WORK

- A. The Contractor shall not commence any work on Railroad right of way until he has complied with the following conditions:
 1. Give the Railroad Engineer at least ten working day advance written notice, with copy to the Engineer, of the date he proposes to begin work on railroad right of way. Said notice shall be sent to Mr. J.N. Carter, Jr., Chief Engineer, Bridges and Structures, Norfolk Southern Corporation, 1200 Peachtree Street, N.E., Atlanta, Georgia 30309.
 2. Obtained written authorization from the Railroad Engineer to begin work on Railroad right of way.

3. Obtained written approval from the Railroad of the Railroad Protective Liability Policy of Insurance.
- B. The Railroad Engineer's written authorization to proceed shall include the names, addresses, and telephone numbers of the railroad's local representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility shall be specified.

FLAGGING SERVICE

A. WHEN REQUIRED

Under the terms of the Agreement between the Department and the Railroad, the Railroad has the sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such flagging services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right of way and is across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad track structure, railroad roadbed or the track surface and alignment of any track to such an extent that the movement of trains must be controlled. Normally the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary. However, if the contractor works within distances that violate instructions given by the Railroad's local representative, or performs work that has not been scheduled with the Railroad's local representative, flaggers may be required full time until the project has been completed.

B: SCHEDULING AND NOTIFICATION

The Contractor shall furnish to the Railroad's local representative and the Engineer a schedule for all work required to complete the portion of the project within the Railroad right of way and arrange for a job site meeting between the Contractor, Engineer and the Railroad's local representative. Flagging services may not be provided until such meeting has been conducted and the contractor's work scheduled.

The Contractor shall give the Railroad's local representative, copy to the Engineer, at least 10 working days of advance written notice of work to be performed within railroad right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad's local representative to determine if flagging will be required. If flagging is required no work shall be undertaken until the flaggers are present at the job site. Railroad labor agreements usually require flaggers to be assigned to a project on a continual basis and therefore cannot be called for on a spot basis. If flagging service becomes unnecessary and is suspended it may take up to thirty days to again obtain service from the Railroad. The Contractor shall give five working days notice to cease flagging service.

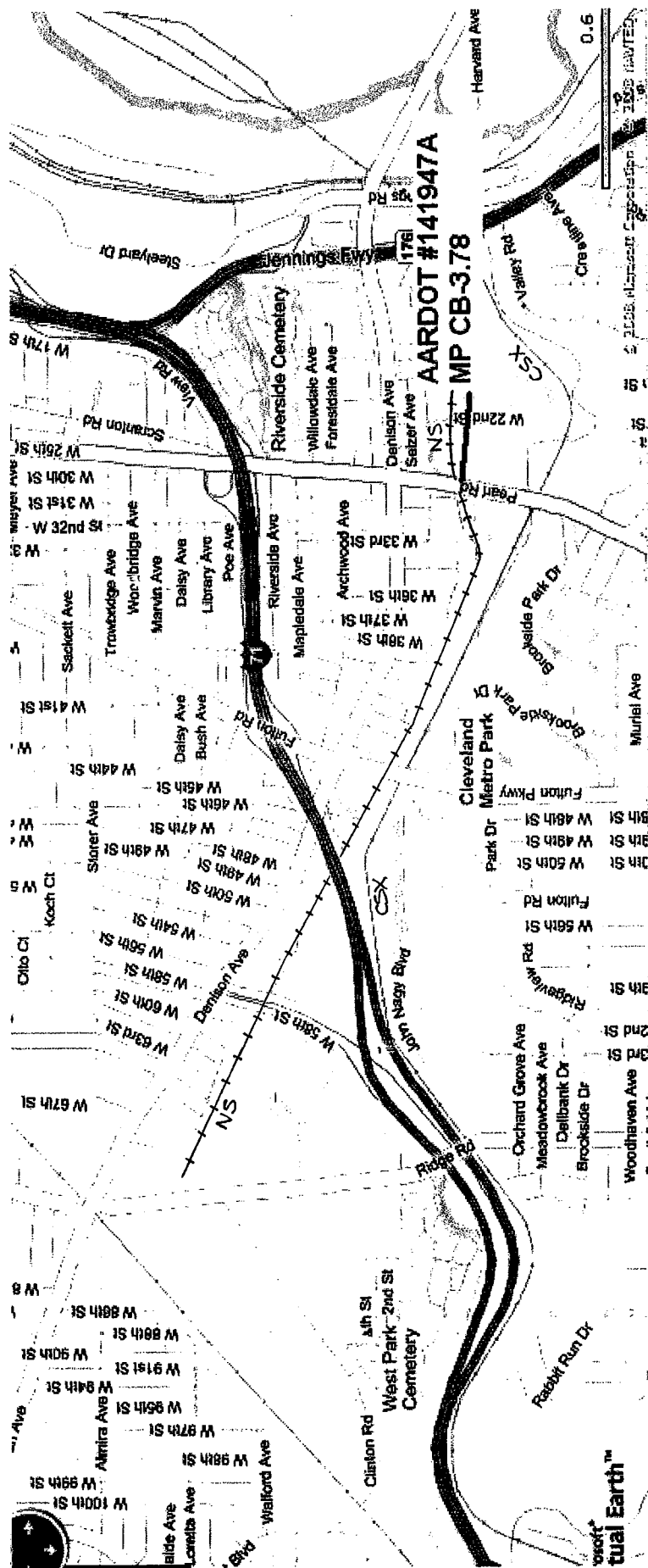
C: EMERGENCIES

If emergencies arise which require the flagger's presence elsewhere, the Contractor shall delay his work until such time as the flaggers are again available.

D: SUSPENSION OF WORK

If work is suspended the Contractor shall give the Railroad's local representative at least three working days notice before resumption of said work.

End of Special Clauses





OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE, 1980 WEST BROAD STREET, COLUMBUS, OH 43223

TED STRICKLAND, GOVERNOR • JAMES G. BEASLEY, P.E., P.S., DIRECTOR

January 7, 2009

Mr. Ben Biesterveld
CSX Transportation
Principal Engineer Public Projects
500 Water Street – J301
Jacksonville, FL. 32202

SUBJECT: Cleveland, Cuyahoga County, Ohio
Fence repairs at 2 overhead bridge locations over CSX
Agency Reference: D12-BH-FY2009, PID No. 83561
CSX Reference: Cleveland Sub./Western Division/Western Region

a) Pearl Road (US 42)	b) Ridge Road
AARDOT # 141947A	AARDOT # 141944E
MP BJA 161.50	MP BJA-159.40

Dear Mr. Biesterveld:

The proposed work for this project is detailed on the attached drawings, and includes fence repair and replacement, and sealing of the top and inside face of the existing concrete barrier at the two (2) above-referenced bridge locations over CSX in the City of Cleveland, Cuyahoga County, OH.


All work will be performed from the overhead bridge, with no labor, equipment, or material being within CSX's operating or clearance envelope during execution of the work.

- 1) No work will commence until the Railway has approved the State's final plans for the project. All work will be performed in accordance with the approved plans, specifications and the attached Special Clauses in the Proposal.
- 2) During the performance of the work, temporary construction clearances of 22'-0" vertically above the top of rail and 13'-0" horizontally from the centerline of a track shall be maintained to any form work, false work or other temporary obstruction.

- 3) The State's Contractor will not be allowed to commence work on or over Railway property until the following conditions have been met:
- a) The State has received notice from the Railway that the required insurance is satisfactory.
 - b) The State has received written authorization from the Railway to begin work on Railway property. The written authorization will include the name and telephone number of the local representative who must be contacted to arrange for flag protection.
 - c) The State shall reimburse the Railway for all necessary force account work to accommodate the project, including but not limited to preliminary engineering, flagging, and construction engineering.
 - d) All obligations of the State provided for in this agreement which require the expenditure of funds by the State shall terminate at the end of the present biennium, being June 30, 2009. If construction covered under said agreement is not completed by June 30, 2009, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2009 and ending no later than June 30, 2011; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the State determining future appropriations will permit the State to renew said obligations.
 - e) Contingent upon meeting requirements indicated above, railroad shall permit the State and/or its contractor to enter upon lands owned or operated by the company to permit construction and/or maintenance referenced herein.
- (4) The State shall reimburse the railroad for applicable construction and engineering costs, based upon project billings rendered from the railroad in accordance with Federal Aid Policy Guide 140(1) of the Federal Highway Administration. The railroad shall render its billings to the State within 90 days in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records and substantiating data for such costs as may be necessary.

If you agree with the terms of this letter, please indicate your concurrence by signing in the space below and return one copy of this letter to me. Please contact Rich Behrendt, Program Mgr./ State Rail Coordinator at (614) 387-3097 if you have any questions or concerns, or wish to discuss this project further.

Sincerely,


James G. Beasley, P.E., P.S.
Director of Transportation

Accepted by CSX Transportation:

By: 

Charles E. Gullakson

Title: Assistant Chief Engineer

Public Projects

Date: 3-06-09

**CUYAHOGA COUNTY
D12-BH-FY2009; PID 83561
CSX TRANSPORTATION INC.**

**2 Locations on CSX Cleveland Subdivision
MP BJA-161.50 (Pearl Rd.) & MP BJA-159.40 (Ridge Rd.)**

SPECIAL CLAUSES IN THE PROPOSAL

The bidder, if awarded the contract 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.

In addition to the above, he shall furnish evidence to the highway department that, with respect to the operations he or any of his sub-contractors perform, he has provided for and in behalf of CSX Transportation Inc. in the amount of \$5,000,000 per occurrence and subject to that limit per occurrence, an aggregate limit in the amount of \$10,000,000 for each annual period.

The above railroad protective policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended. The insurer must be rated B+ or better by A.M. Best Company, Inc.

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

CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

The description of operations must appear on the Declarations, must match the project description in this agreement and must include the appropriate MP and/or OP number as identified at the top of pg. 1

The job location must appear on the Declarations page and must include the city, state and appropriate highway name/number.

The name and address of the prime contractor must appear on the Declarations.

The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

Endorsements that **must** be included:

- Pollution Exclusion Amendment – CG 28 31 (not required with CG 00 35 01 96 and newer versions)
- Delete Common Policy Conditions – Section E. Premiums

Other endorsements/forms that will be accepted are:

- Broad Form Nuclear Exclusion – Form IL 00 21
- 30-day Advance Notice of Non-renewal or cancellation
- Required State Cancellation Endorsement
- Quick Reference or Index Form CL/IL 240

Endorsements/forms that are NOT acceptable are:

- Any Pollution Exclusion Endorsement except CG 28 31
- Any Punitive or Exemplary Damages Exclusion
- Any other endorsement/form not specifically authorized above.
- Any type of deductible policy

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

0 Passenger trains per day @ ____ miles per hour.

4 Freight trains per day @ 25 miles per hour.

Additional Terms

1. Contractor must submit its original insurance policies and two (2) copies and all notices and correspondence regarding the insurance policies to:

Donna Melton
CSX Corporation
500 Water Street – C907
Jacksonville, FL. 32202
Phone: 904-359-1247
FAX: 904-245-2833
Email: donna_melton@csx.com

- 2 Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

Certificate must be provided which evidences the following coverages and lists the Certificate Holder as:

CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

Commercial General Liability: as required by the Department's Construction and Material Specification, Section 107.12, and lists CSX Transportation, Inc. as additional insured.

Automobile Liability: Limits of minimum of \$1,000,000 per occurrence, and lists CSX Transportation, Inc. as additional insured.

(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. To indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, the State or the Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, the State or the Contractor, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, contractors, or its contractor's agents, employees or invitees in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above
8. The Railroad company will assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract. Said services and devices will be provided when necessary, as determined by the railroad company, because of any of the 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 Contractor from the liability of payment for damage caused by his operations.

Such protection will be required when men or equipment are working within clearances limits of 25 feet of a rail or when work being performed adjacent to operating tracks may present hazards to tracks, train operation, or when equipment does or may infringe upon such limits.

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

The Contractor shall notify the following named individual for each railroad company at least 30 days, or as directed by the authorized representative of the Railroad, in advance of starting any work which might require protection:

Mr. Dave Fette, Regional Director R/W Construction
CSX Transportation, Inc.
1717 Dixie Highway, Suite 400
Fort Wright, KY 41011 - 2785
Telephone: (859) 344- 8137

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

Railroad 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 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 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 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 Contractor as described in the preceding paragraph.

9. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
10. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.

11. Methods and procedures for performing work on property of **CSX Transportation, Inc.** must be approved by:

David J. Fette, Regional Director Right of Way Construction
CSX Transportation, Inc.
1717 Dixie Highway, Suite 400
Fort Wright, KY 41011-2785
Phone: (859) 344-8137

End of Special Clauses

