



**CUY-90-14.90**

**PID 77332/85531**

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**APPENDIX RR-06**

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**GCRTA Special Clauses  
(Contract Document)**

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

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

Revision Date: May 10, 2010



4 - Addendum No. 4 - Per Executed Agreement

CUYAHOGA COUNTY  
CUY-INNERBELT CENTRAL VIADUCT BRIDGE CCG1  
PID 77332 (Preliminary Design/ROW)  
PID 85531 (Final Design/Construction)

## SPECIAL CLAUSES

### GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

#### I. Overview

The Design-Build contractor (DBC) 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. GCRTA's primary technical contact is:

Mr. Waheeb A. Tadros, P.E.  
Engineering & Project Management Division  
Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, OH. 44113-1331  
Telephone: (216) 566-5036  
FAX: (216) 771-4424  
Email: [wtadros@gcrt.org](mailto:wtadros@gcrt.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](mailto: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 GCRTA 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 (rev. 5/28/09)*  
*Section 01501 – Maintenance of Rail Traffic and Resumption of Revenue Service (June, 2009)*  
*Section 01502 – Standard Rail Flagging Procedures (October 24, 2007)*

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 contractor when working on or around active GCRTA 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 \$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 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 6<sup>th</sup> Street  
Cleveland, OH. 44113-1331**

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

**450 Passenger trains per day @ 45 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. The insurer must be rated A-X or better by A.M. Best Company, Inc., 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, and one copy being provided to the Authority.

**(c) GCRTA Insurance Requirements**

The DBC shall not commence construction with the Work herein until it has obtained the required insurance and furnished evidence of such insurance in the form of a certificate (Accord or similar form) to the Authority.

The Design-Build Contractor (DBC) shall purchase and maintain from the date of commencement of any Work on or above GCRTA property (the "Work") until the date of final payment the following minimum insurance coverages. Such insurance shall protect the DBC from claims which may arise out of or result from the DBC's operations under the Contract and for which the DBC may be legally liable.

The DBC shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provide adequate insurance for the Work performed or products supplied by it.

For any work on or above GCRTA property, the DBC shall maintain the following limits of Insurance coverage

- a. Commercial General Liability Insurance in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage with a \$5,000,000 per project annual aggregate, for the Work, to include the following:
  - Premises / Operations coverage
  - Personal Injury coverage
  - Liability for independent contractors
  - Products / Completed Operations liability insurance: This insurance must be maintained for a period of not less than 2 years from the completion of the Work
  - Liability for explosion, collapse and underground property damage
  - Contain a waiver of subrogation in favor of the Authority.

- Specific reference to the subject project.
- Specific reference to all deductibles & Self Insured Retentions (SIR)
- Shall be primary and non-contributing to any insurance possessed or procured by owner and any self-insurance program maintained by owner.

Said policy shall be written on an "occurrence" basis.

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

The named insured shall read:

The Greater Cleveland Regional Transit Authority  
 1240 West 6<sup>th</sup> Street  
 Cleveland, OH. 44113-1331  
 Attn: Judy Lincoln, Risk Manager

Owner will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.

- Automobile Liability Insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and/or property damage for the Work. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the Work.
- Statutory Workers' Compensation coverage in compliance with all applicable state Workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1 million per accident / \$1 million per employee will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial commission and Bureau of WC, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.
- Professional Liability / Errors & Omissions Insurance in the amount of \$2 million per claim. The definition of wrongful acts must be applicable to the Work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the Work.
- Acceptance of Insurance Documents: Acceptance of insurance documents shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that the GCRTA does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.
- In the event Contractor neglects, refuses or fails to provide the insurance required under this document, or if such insurance is canceled for any reason, the Authority shall have the right to stop Work on the project on and above GCRTA property until such insurance is provided.

g. DBC shall, at his sole cost and expense indemnify, defend, and hold GCRTA and its agents, Representatives and employees harmless from and against all claims, demands, payments, costs, penalties, liabilities, losses, expenses, attorney fees, Worker's Compensation benefits, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including but not limited to direct, indirect, consequential, incidental, and punitive damages) arising out of or resulting from the performance of this contract, the performance of work in connection with the project or activities incidental thereto, or from their presence on or about GCRTA's property for: (i) any injury to or death of any person(s) (including, but not limited to the employees of GCRTA, the State or the Design-Build Contractor);

(ii) 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 GCRTA, the State or the Design-Build Contractor, and; (iii) environmental damages and any related remediation brought or recovered against GCRTA), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Design-Build Contractor, the State, or their respective agents, employees, invitees, contractors, or its contractor's agents, employees or invitees.

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 6<sup>th</sup> Street**  
**Cleveland, OH. 44113-1331**  
**Telephone: (216) 566-5036**  
**FAX: (216) 771-4424**  
**Email: [wtadros@gcrta.org](mailto: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 6<sup>th</sup> Street**  
**Cleveland, OH. 44113-1331**  
**Telephone: (216) 566-5036**  
**FAX: (216) 771-4424**  
**Email: [wtadros@gcrta.org](mailto:wtadros@gcrta.org)**

End of Special Clauses  
SC-6

Rev. 4/26/10