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**SPECIAL NOTES**

The following notes are to supplement the City of Rochester and NYSDOT Standard and Supplementary Specifications. If any of the notes are in conflict with those Specifications, the Standard and Supplementary Specifications shall prevail and take precedence and be of force over and against any said conflicting notes.

**SN-1. Access for Persons with Disabilities**

The Contractor is required to ensure that all travelled ways are maintained fully accessible for persons with disabilities in compliance with the *Americans with Disabilities Act (ADA)*, *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)*, and any other applicable law, rules or regulations, during all phases of the work, the cost of which is to be included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**SN-2. Special Events**

Coordination with the City of Rochester Special Events Office, (585) 428-6690, will be required to ensure that construction activities under this Contract do not interfere with events that may be directly or indirectly impacted by the work. The Contractor shall be responsible to coordinate the work with any events that may be scheduled within or immediately adjacent to the Project limits, the cost of which is to be included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**SN-3. Work Day**

Construction work is to occur on weekdays (Monday thru Friday) between the hours of 7:00 a.m. and 7:00 p.m..

No construction work is to be performed on a Saturday, Sunday and the following City of Rochester recognized public holidays:

|  |  |
| --- | --- |
| New Year’s Day | January 1st |
| Martin Luther King Day | 3rd Monday in January |
| President’s Day | 3rd Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | last Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Veteran’s Day | November 11th |
| Thanksgiving Day andday after | 4th Thursday and Fridayin November |
| Christmas Day | December 25th |

No construction work is to occur outside of the above requirements, except for emergency repairs, unless specifically authorized in writing by the City Engineer’s office.

Construction activities that have been pre-authorized in writing by the City Engineer’s office to occur between the hours of 10:00 p.m. and 7:00 a.m. of the following day, are to be done in accordance with Section 75-10 Construction Activities of “The Municipal Code of the City of Rochester”.

**SN-4. Restoration Time Restrictions – Liquidated Damages**

In addition to the liquidated damages that are assessed in accordance with Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section of the Contract Documents, additional liquidated damages will be assessed for failure to complete restoration work that is not completed within the following specified time frames.

**A. Restoration of Areas Adjacent to Planned Work:** Areas adjacent to the planned work that are disturbed by the Contractor’s operations must be restored in-kind to pre-existing or better condition within twenty-one (21) calendar days of the original start of work at that area. Should the Contractor fail to complete the restoration work on time, or any portion thereof that the restoration work remains uncompleted, liquidated damages will be assessed in accordance with Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section of the Contract Documents in an amount of **$50.00** per calendar day per negligent location.

The restoration work required at each repair site will be inspected within the above stated time frame. If a location requires a re-inspection of any non-compliant restoration work after the first inspection, additional liquidated damages will be assessed against the Contractor in an amount of **$10.00** per location per re-inspection.

Refer to Special Note SN-5 Restoration of Areas Adjacent to Planned Work for additional information.

**B. Sidewalk Restoration:** Concrete placement for sidewalk areas and sidewalk access ramps must be poured within fourteen (14) calendar days of the area having been excavated. Should the Contractor fail to complete the sidewalk restoration work on time, or any portion thereof that the sidewalk restoration work remains uncompleted, liquidated damages will be assessed in accordance with Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section of the Contract Documents in an amount of **$150.00** per calendar day per negligent location.

Refer to Special Note SN-6 Sidewalk, Sidewalk Access Ramps, Driveways and Temporary Sidewalk Restoration for additional information.

**SN-5. Restoration of Areas Adjacent to Planned Work**

Restoration of existing areas that are adjacent to the planned work are subject to liquidated damages. Refer to Special Note SN-4 Restoration Time Restrictions – Liquidated Damages for additional information.

Existing areas that are adjacent to the planned work and are disturbed by the Contractor’s construction activities must be restored in-kind to pre-existing or better condition as outlined below.

Perimeter of paved areas that are disturbed are to be saw cut full depth, along straight lines, and with squared corners. Bricks/stone pavers are to be replaced in whole units only, with the replacement units matching as much as possible existing units in size, shape and color. The restoration work is to be done such that the pattern, grades and cross slope are consistent with the existing surrounding area.

On-site borrow material may be used to backfill the disturbed and low lawn areas to within 4 inches of finished surface, topped with 4 inches of topsoil and seeded. On-site borrow material is to be thoroughly compacted and free of grass clumps, tree roots, stones larger than 1 inch in size, pieces of asphalt, concrete and any other extraneous material.

The Contractor is hereby notified that the City will strictly enforce the above stated restoration requirements with respect to the prompt restoration of adjacent property that is disturbed by the Contractor’s construction activities.

**SN-6. Restoration of Sidewalk, Sidewalk Access Ramps, Driveways and Temporary Sidewalk Restoration**

Restoration of concrete sidewalk areas, including sidewalk access ramps, are subject to liquidated damages. Refer to Special Note SN-4 Restoration Time Restrictions – Liquidated Damages for additional information.

No driveway, including the adjacent sidewalk area, is to be excavated on a Friday or the day before a legal holiday. Permanent driveway restoration must be completed within six (6) calendar days of the original excavation.

Temporary sidewalk restoration must be provided when the pedestrian pathway is unavailable on the opposite side of the street, or when excavated sidewalk areas cannot be poured within fourteen (14) calendar days of original excavation.

Temporary sidewalk section consists of a minimum 2 inch thick compacted hot mix asphalt material. The Contractor is to maintain the temporary sidewalk areas in a good non-hazardous condition at all times, including thru any winter shut-down period. The Contractor is to check all temporary sidewalk locations on a weekly basis, taking any measures necessary to correct any deficiencies by the end of the following day.

No separate payment will be made for furnishing and installing temporary sidewalk. Payment for temporary sidewalk is included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**SN-7. Sidewalk Access Ramps and Detectable Warning Surface Installation**

All sidewalk access ramps are to be in compliance with *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)*.

Embedded detectable warning surface installation is the City of Rochester preferred method for constructing detectable warning surface. Surface applied detectable warning surface installation for constructing detectable warning surface is unacceptable. Steel and iron detectable warning units are unacceptable for use.

Detectable warning surfaces are to be installed at all sidewalk access ramps within the Project limits. This will apply to both new sidewalk access ramp construction, and existing sidewalk access ramps without existing detectable warning system. Entire detectable warning system field, including truncated domes, is to be dark gray in color per Munsell Book notation 10 BG 3/1, federal standard 595B number 36081 or darker, or approved equivalent.

**SN-8. Asphalt Top Course - Tapered Wedge Joint**

The Contractor is required to use a tapered wedge joint (Michigan wedge joint) on all longitudinal joints with the placement of asphalt top course. The tapered wedge joint is to be constructed in accordance with NYSDOT Section 402-3.09B 2 Option B – Tapered Wedge Joint, with the use of an approved notched wedge joint apparatus.

**SN-9. Asphalt Pavement Joint Adhesive**

The Contractor is required to use asphalt pavement joint adhesive on vertical faces of new HMA top surface course for all longitudinal and transverse joints, and where it butts up against curb or other appurtenances.

Asphalt pavement joint adhesive is also to be used on vertical faces of either new HMA base or binder course where it is anticipated it will be left open to traffic over winter layover or longer.

**SN-10. Catch Basins and Sewer Manholes Castings**

The Rochester Pure Waters District (RPWD) must have access to its sewer facilities at all times, including but not limited to catch basins and sewer manholes. If at any time the RPWD cannot access its sewer facilities, it will be the responsibility of the Contractor to provide access. The Contractor is to supply the MCPW Dispatch Center with an emergency contact phone list, which will be instructed to contact the Contractor in the event that such access is necessary.

The Contractor shall adjust, or replace existing catch basin and sewer manhole castings as required in Contract Documents and as directed by the Project Manager.

All new catch basin installations, and existing catch basin and sewer manhole castings that are adjusted or replaced, require the installation of a concrete collar in accordance with Section S604 Catch Basin and Sewer Manhole.

Where the Contractor elects to cut pavement area for concrete collar installation and leave core in place for removal at later time, the void must be filled-in by end of that day. Voids are not to be left unfilled overnight. Use asphalt cold patch, millings or other asphalt material to fill-in the void, with material brought up to grade and flush with the surrounding surface, and with the top being level and smooth.

**SN-11. Improper Casting Adjustment**

The Contractor’s attention is drawn to NYSDOT Section 402-3.10 Surface Tolerance in the New York State Department of Transportation Standard Specifications, to which these Contract Documents are in reference to.

These surface tolerances also apply to castings within the pavement area of newly paved streets. These castings include those adjusted by others, as it is the Contractor’s responsibility to supervise finish grade elevations. If the variation exceeds the tolerances as stated under NYSDOT Section 402-3.10 Surface Tolerance due to the Contractor’s operations, the Contractor will again adjust the castings to finish grade to the satisfaction of the Project Manager, at no additional cost to the City. If the corrective action results in a pavement cut, the Contractor will have **$500.00** per pavement cut deducted from the progress payment for extended maintenance.

Minimum size of corrective pavement cut shall extend 3 feet beyond and all around the casting. Pavement cut shall be a regular shape such as a square or rectangle. Restored pavement section shall be equal to that of the intended section.

**SN-12. Loop Detectors**

It will be the Contractor’s responsibility to contact the Monroe County Department of Transportation (MCDOT) and/or New York State Department of Transportation (NYSDOT) for assistance in determining the exact location of existing loop detectors in the field before any work is started on any street. This is imperative even though the loop detectors may be scheduled for removal as part of the work.

All loop detectors located within the milling limits shall be removed via the milling operation. All loop detectors within areas that are to be overlaid or micro-paved only, shall be retained unless otherwise directed by the Project Manager. MCDOT will replace all loop detectors as necessary.

Any damage to existing loop detectors outside of sketched Project limits as a result of the Contractor’s operations, shall be corrected by the Contractor to the satisfaction of MCDOT and/or NYSDOT, at no additional cost to the City.

**SN-13. Pavement Markings**

The Project includes the installation of temporary and permanent pavement markings. The locations and type of all pavement markings are shown on the Contract drawings.

The Contractor shall not remove pavement markings and leave the street unmarked or un-delineated overnight. If temporary pavement delineation (in lieu of pavement markings) is not applied before the end of the work day, the Contractor will have **$500.00** per calendar day deducted from the progress payment for each street not delineated.

**A. Temporary Pavement Markings:** All newly paved streets up to and including the binder course, must be delineated by the end of each work day with temporary pavement markings. Temporary pavement markings will include centerline and long line stripes along with symbols, in pattern similar to the existing pavement marking layout. Temporary pavement marking edge lines, crosswalks, stop bars, gores and letters are not required to be installed.

No separate payment will be made for furnishing and installing temporary pavement markings. Payment for temporary pavement markings is included in the lump sum price bid for NYSDOT Item 619.01 Basic Work Zone Traffic Control.

**B. Interim Pavement Markings:** Interim pavement marking stripes and symbols shall be installed immediately after asphalt top placement, and before the end of the work day. Interim pavement markings shall be installed consistent with the permanent pavement marking layout. Interim pavement marking of edge lines, crosswalks, stop bars, gores and letters are not required to be installed.

Interim pavement markings will be paid for under the appropriate NYSDOT bid Items for interim pavement markings.

**C. Permanent Pavement Markings:** The work involves furnishing and applying permanent pavement marking materials at the locations and in accordance with patterns as shown on the plans, and as required by MCDOT and as directed by the Project Manager.

**SN-14. Preformed Thermoplastic Reflectorized Pavement Markings**

The Contractor shall provide a material with a surface friction level equivalent to or better than the existing pavement, which may require the application of a non-skid treatment as recommended by the manufacturer, at no additional cost to the City.

**SN-15. Survey Work for Sidewalks and Curb Ramps**

The Contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of sidewalks, curb ramps and blended transitions meet the *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)* requirements prior to pouring concrete, or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of NYSDOT Item 625.01 Survey Operations, except where the appropriate pay item basis of payment includes the necessary survey work.

**SN-16. Utilities and Coordination with Utility Schedule**

It will be the Contractor's responsibility to contact Dig Safely NY by calling 811, and the owners of private and public utilities within the street for a stakeout of all utilities, including castings.

The Contractor shall familiarize itself with the existence of all utility features on the Project Site and see that reasonable opportunity and cooperation is extended to the operators of such utility features in their work of protecting, reconstructing or altering them. The Contractor shall cooperate with the utility operators, and arrange or adjust its work schedule to coordinate the work with the utility operators. In the case of interference and/or lack of cooperation between the operations of the utilities and the Contractor, the City may adjust the schedule of the Contractor and the sequence of the work as necessary to expedite the completion of the work.

All known public and private utility installations within the Contract limits and their disposition are shown in their approximate locations in the Contract Documents. The Contractor is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the Contract limits have been shown on the plans. In this regard, the Contractor's attention is called to Article 5 Subsection 5.6 Utilities of the General Terms and Conditions, and Subsection 9.D Excavation and Prohibition of Blasting near Public and Private Utility Pipes of the Laws and Regulations, of the Contract Documents.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If unknown utility facilities are encountered, then excavation and grading shall be done with caution in order that these facilities are not disturbed until proper disposition of such is made by their owner.

Damage by the Contractor to privately owned utilities shall be in all cases the responsibility of the Contractor.

Relocation of public utilities and accessories is a responsibility of the Contractor as part of this Project. Every reasonable attempt will be made by the Project Manager not to unduly inconvenience or additionally cost the Contractor due to such locations relating to time and/or place; however, no extra compensation will be made to the Contractor by the City for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

The Contractor shall notify the Engineer, in writing, at least fourteen (14) days in advance of any work which may affect any utility or cause an interruption or disruption of utility service.

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the utility facilities within or adjacent to the limits of construction. The Contractor shall notify the Project Manager in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It will be the Contractor's responsibility to contact the Rochester Water Bureau to inspect existing water valves prior to the final paving of the street. Water valve castings in good condition that are removed or damaged by the Contractor’s operations, are to be replaced with new water valve casting provided and installed by and at the Contractor’s expense. In these instances, the Contractor will be paid only for a water valve adjustment at those locations.

**SN-17. Milling and Resurfacing Operations**

The Contractor shall resurface the milled pavement within a maximum of seven (7) calendar days of commencement of the milling operation.

If the Contractor fails to resurface all or any portion of the street within the required time frame, the Contractor will have **$1.00** per linear foot per calendar day deducted from the progress payment for every linear foot of the street that has not been resurfaced. This stipulation may be waived by the Project Manager where the Contractor has to make extensive base repairs to the street before the street can be resurfaced.

Projects with multiple streets, once started the milling operation on any single street must be completed in its entirety before the Contractor can start the milling operation on another street.

For better control of and coordination of the milling operation with the resurfacing work, no street shall be milled without the express permission of the Project Manager.

The milling operation shall not be considered complete nor the street considered fit for resurfacing until the Contractor has completed the milling work operation in its entirety, including all hand removal of existing pavement around utility appurtenances, cleaning of milled pavement surface; cleaning, sealing and/or filling all underlying joints and cracks; installation of pads around utility appurtenances; and installation of all required construction signs, barricades, flashers and other traffic maintenance and protection devices to maintain and protect pedestrians and vehicular traffic.

Milled street may require a truing and leveling asphalt course in order to maintain the existing pavement structure. Placement of the truing and leveling course does not constitute a release to proceed with milling operations on another street, unless approved otherwise by the Project Manager.

The edge at the limit of the milling operation and all other adjacent pavement surfaces shall not have a difference in elevation of greater than 1/2 inch at the end of each work day. At the end of each work day, the edge between the milled surface and all adjacent pavement surfaces must be padded with cold patch asphalt or fresh millings placed and compacted at a 1 on 12 slope, or the edge wedge milled at a 1 on 12 slope.

All existing utility appurtenances with a difference in elevation of greater than 1/4 inch must be padded all around at the end of each work day with cold patch asphalt or fresh millings placed and compacted at a 1 on 12 slope.

All pads shall be inspected on a daily basis, and maintained in good condition. Any pads that are deteriorated are to be immediately repaired before the end of the work day. All pads shall remain in place and shall not be removed until the day the street is to be resurfaced.

**SN-18. Driveway Apron Restoration for Milling and Resurfacing Projects**

Driveway aprons which are contiguous to the new pave pavement and do not have header curb, shall be adjusted and repaired as directed by the Project Manager.

Driveway apron that is 4 feet and less in length between the edge of the pavement and the sidewalk will be replaced in its entirety.

Driveway apron that is greater than 4 feet in length between the edge of the pavement and the sidewalk will be repaired as directed by the Project Manager.

**SN-19. Spot Repair of Curb, Concrete Gutter and Sidewalk for Milling and Resurfacing Projects**

On a street where the spot repair of the existing curb, concrete gutter and/or sidewalk is to be done, a field walk of the street is to be done between the Contactor, Project Manager and Project Representative, before starting any work on that street. The areas of the spot repair work is to be mutually agreed upon and clearly delineated by spray paint or other means at that time.

**SN-20. Surface Drainage for Milling and Resurfacing Projects**

The lump sum bid price for NYSDOT Item 625.01 Survey Operations is intended for survey related work which may be necessary to achieve proper drainage on a street.

Before starting work on any street, a field walk of each street is to be held between the Contractor and Project Manager to evaluate existing surface drainage to determine if grading adjustments are necessary. It is the Contractor’s responsibility to adjust and pave longitudinal grades and pavement cross-slopes to ensure that each street has been graded and otherwise prepared to eliminate existing surface drainage issues and to provide positive surface drainage.

In addition to adjustment of longitudinal grades and pavement cross-slope, other remediation actions may necessitate additional milling, installation of truing and leveling course, adjustment of existing catch basins, installation of new catch basins, and any other remediation work deemed necessary by mutual agreement.

Any corrective measures necessary to correct surface drainage issues after completion of the paving operation, shall be undertaken by the Contractor at no additional cost to the City.

**SN-21. Fiber Optics**

The new fiber optic conduit is to be installed along and behind the curb line, as measured 18 inches off the face of curb. It may be necessary to deviate the location of portions of the new fiber optic conduit with conduit bending around fixed obstacles as necessary, with the maximum conduit bend as specified by supplier and/or manufacturer. In no case is the offset of the new fiber optic conduit to be any less than 18 inches off the face of curb. Prior approval from the City must be obtained before making any deviation in the location of the new fiber optic conduit.

The resident engineer is to note the exact location of the installed new fiber optic conduit and hand holes, including all deviations, for preparation of the as-built record drawings.

The Contractor may submit for approval an optional precast round shaped hand hole as a substitute for the standard square shaped hand hole. The round shaped hand hole must have a minimum inside diameter of 30 inches, come with 4 pre-cored 12 inch diameter holes, and must meet all of the other requirements and dimensions as the square shaped hand hole.

The frame and cover for all City hand holes are to be in accordance with EJ Company #1310Z and #1310A, or approved equivalent. With either shaped hand hole, square or round, only the 24 inch diameter sized cover is acceptable, any other sized cover is unacceptable and will not be approved for use. All hand holes/ pull boxes whether shared or not shared with other agencies shall use the approved City of Rochester frame and cover and include the words “CITY OF ROCHESTER” on the cover.

**SN-22. CSX Construction Requirements**

When performing work on, over or adjacent to CSX Transportation (CSXT) right-of-way or operations, the Contractor must abide by the current CSXT Special Provisions and the following additional requirements.

1. All construction related correspondence will be directed to Bergmann Associates, acting as the Construction Monitoring Representative (CMR) on behalf of CSXT, with the following contact and address:

Michael Cooper

Project Manager

Bergmann Associates

2 Winners Circle, Suite 102

Albany, NY 12205

(518) 556-3624

Upon receipt of notification, the CMR will direct the Contractor to the local CSXT construction contact for the project.

1. The Contractor shall submit, including, but not limited to, the following construction procedures and documents. The Contractor shall obtain written acceptance from CSXT or their representative before proceeding with construction.
	1. Means and Methods – the Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed during the project. This submission will include a walkthrough at which time CSXT personnel will be present. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of CSXT property that has the potential of affecting CSXT train operations must be submitted and approved by CSXT prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between the sponsor, Contractor, CSXT and the CMR. The narrative shall address project level coordination and day to day, specific work operations including equipment operations and temporary works.
	2. Erection Plans – Submittals must include detailed plans and procedures for all erection activities. The submission shall indicate the location and capacity of any proposed cranes, the estimated lifting loads and the connection devices (i.e. slings, shackles, etc.). All lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity charts shall not be considered in the 150% requirement. A registered Professional Engineer in the State of New York must seal all erection plans, calculations and procedures.
	3. Excavation and Shoring Procedures and Track Monitoring Procedures are required to be submitted to CSXT or the CMR in accordance with the CSXT Construction Submission Criteria. The CSXT Construction Submission Criteria should be referred to and complied with prior to the preparation of submissions, as it contains specific requirements that could impact the Contractor’s material selection and methods or operations for work near the railroad. ***Revisions to the procedures may not be field approved. Any deviation(s) from a previously accepted plan including will require a formal submission of the procedure for review and acceptance prior to performing any work.*** A Professional Engineer in the State of New York must sign and seal the plans.
	4. Sheeting and Shoring Plans – If excavation within the live load influence zone (a 1.5H to 1V slope line starting at 1.5 feet below top of rail and 12’ from the centerline of track) is necessary, the contractor shall submit three (3) sets of detailed drawings and one (1) set of calculations in accordance with CSXT Design & Construction Standard Specifications. Shoring shall be designed to resist a vertical live load surcharge of 1,882 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8’-6” wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA Manual for Railway Engineering, Chapter 8, Part 20. Allowable stresses in materials shall be in accordance with AREMA Manual for Railway Engineering, Chapter 7, 8, and 15. A Registered Professional Engineer in the State of New York must seal all sheeting and shoring plans.
	5. Ballast Protection – A ballast protection system may be required at the sole discretion of CSXT depending on the contractor’s proposed methods to perform the work. The system shall use filter fabric and indicate the anchorage system. The ballast protection is to extend a minimum of 25’ beyond the proposed limit of work or greater as determined by CSXT and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
	6. Construction Schedule – Submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.

Insurance – Submit all necessary insurance information in accordance with the current CSXT Insurance Requirements listed in “Attachment A” for approval. The complete insurance policies should be submitted by email to insurancedocuments@csx.com with a copy sent to the CMR. The body of the email shall include the following information:

CSXT PUBLIC PROJECT: NY0789; Rochester, Monroe County, New York; Milling and resurfacing at Child St and Glide St at-grade crossings with CSXT; 521258F & 520936J; Northern Zone, Rochester Subdivision; QCR-2.73 & QDL-2.89

The Contractor shall provide their name and contact information in all correspondence.

The insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXT right-of-way.

* 1. Emergency Action Plan – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.
1. Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved.
2. No storm water from the project may discharge onto the CSXT right-of-way at any time during construction.
3. The Contractor must ensure that proper erosion control is implemented on and adjacent to CSXT right-of-way during construction. The Contractor may be required to submit a detailed erosion control plan for review and acceptance by CSXT or the CMR prior to performing any work.
4. The Contractor must not use CSXT right-of-way for storage of materials or equipment during construction. The CSXT right-of-way must remain clear for railroad use at all times. Equipment may not be positioned to block the railroad access road, track area, or any part of the CSXT right-of-way without CSXT approval.
5. The Contractor will be required to abide by the provisions of the CSXT Construction Agreement. Periodically, throughout the project duration, the Contractor will be required to meet, discuss and, if necessary, take immediate action at the discretion of CSXT personnel and/or the CMR to comply with provisions of that agreement and these specifications.
6. This project will require extensive use of CSXT Flagmen to protect train operations from project activity in the area of the tracks. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available. Flagging requests should be made to Michael Cooper, Bergmann Associates (518) 862-0325 at least thirty (30) days in advance. Termination or cancellation of a flagman requires ten (10) days notice to avoid incurring costs.
7. All crane and equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.
8. For sheeting/shoring within eighteen (18’) feet of centerline of track, the live load influence zone, and in slopes, the contractor shall use sheet pile. No sheet pile in slopes or within eighteen (18’) feet of centerline of track shall be removed. Sheet piles shall be cutoff three (3’) feet below the ground line after backfilling to that point. The remaining three (3’) shall be backfilled immediately after cutoff.
9. Contractor access will be limited to the immediate project area only. The CSXT right-of-way may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.

**SN-23. CSX Insurance Requirements**

1. Insurance Policies

Agency and Contractor, if and to the extent that either is performing work on or about CSXT’s property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker’s Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:
	1. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
	2. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
	3. Name and Address of Contractor and Agency must appear on the Declarations page.
	4. Description of operations must appear on the Declarations page and must match the Project description.
	5. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
	6. Authorized endorsements may include:
		1. Broad Form Nuclear Exclusion - IL 00 21
		2. 30-day Advance Notice of Non-renewal or cancellation
		3. Required State Cancellation Endorsement
		4. Quick Reference or Index - CL/IL 240
	7. Authorized endorsements may not include:
		1. A Pollution Exclusion Endorsement except CG 28 31
		2. A Punitive or Exemplary Damages Exclusion
		3. A “Common Policy Conditions” Endorsement
		4. Any endorsement that is not named in Section 4 (e) or (f) above.
		5. Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.
8. Additional Terms
9. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department

CSX Transportation, Inc.

500 Water Street, C-907

Jacksonville, FL 32202

OR

insurancedocuments@csx.com

1. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

**SN-24. CSX Special Provisions**

The Contractor must abide by the Special Provisions located in the Appendix of the CSX Transportation Public Project Information Manual last revised August 2020.

**SN-25. CSX Construction Submission Criteria**

The Contractor must abide by the Construction Submission Criteria located in the Appendix of the CSX Transportation Public Project Information Manual last revised August 2020.