

# SPECIAL NOTES

---

PAGE

## GENERAL REQUIREMENTS

Construction Work Day.....	SN-00
Coordination with Special Events .....	SN-00
Engineer's Field Office Location and Sign Requirements .....	SN-00
Maintain Public Access.....	SN-00
New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) .....	SN-00
Ordering and Installing Traffic/Lighting Poles and Appurtenances .....	SN-00
Progress Schedule .....	SN-00
Recycled Material for Subbase Course .....	SN-00
Redline (As Built) and Record Drawings .....	SN-00
Regional Transit Service (RTS) – Bus Routes .....	SN-00
Residential Street Restrictions.....	SN-00
Salvage and Delivery of Curb .....	SN-00
Salvage and Delivery of Millings.....	SN-00
Spot Repair of Curb, Concrete Gutter and Sidewalk for Milling and Resurfacing Projects .....	SN-00
Surface Drainage for Milling and Resurfacing Projects .....	SN-00
Water Main Pipe – Controlled Low Strength Material Encasement.....	SN-00

## ADA/PROWAG REQUIREMENTS

Access for Persons with Disabilities .....	SN-00
Drainage at Sidewalk Access Ramps.....	SN-00
Sidewalk Access Ramps and Detectable Warning Surface Installation .....	SN-00
Survey Work for Sidewalks and Curb Ramps.....	SN-00

## ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

Concrete Washout Facilities .....	SN-00
Contaminated Soil .....	SN-00
Disposal Sites and Permits.....	SN-00
Dust Control.....	SN-00
Environmental and Erosion Control .....	SN-00
Safety and Health Requirements – Worker Silica Protection .....	SN-00
Site Safety .....	SN-00
Waste Management/Recycling .....	SN-00



### ASPHALT REQUIREMENTS

Asphalt Pavement Joint Adhesive .....	SN-00
Asphalt Pavers – Spreading and Finishing Requirement .....	SN-00
Asphalt Top Course - Longitudinal Joint Layout .....	SN-00
Asphalt Top Course - Tapered Wedge Joint and Butt Joint .....	SN-00
Performance Graded (PG) Binder and Mix Design Level .....	SN-00

### PAVEMENT MARKING REQUIREMENTS

Pavement Markings .....	SN-00
Preformed Thermoplastic Reflectorized Pavement Markings .....	SN-00

### PRICE ADJUSTMENT REQUIREMENTS

Asphalt Price Adjustment .....	SN-00
Fuel Price Adjustment .....	SN-00
Steel/Iron Price Adjustment .....	SN-00

### RESTORATION REQUIREMENTS

Driveway Apron Restoration for Milling and Resurfacing Projects .....	SN-00
Milling and Resurfacing Operations .....	SN-00
Restoration of Areas Adjacent to Planned Work .....	SN-00
Restoration of Driveways, Sidewalk, Sidewalk Access Ramps, and Temporary Sidewalk .....	SN-00
Time Restrictions – Liquidated Damages .....	SN-00
Topsoil Placement and Care around Existing Trees .....	SN-00

### SURVEY REQUIREMENTS

Survey Monuments .....	SN-00
Survey Operations – Item 625.01 .....	SN-00

### TRAFFIC AND WORK ZONE REQUIREMENTS

Loop Detectors .....	SN-00
Traffic Signage .....	SN-00
Traffic Signage – New Signage Sheeting .....	SN-00
Work Zone Traffic Control Non-Payment Amount .....	SN-00



### UTILITY REQUIREMENTS

Catch Basins and Sewer Manholes Castings .....	SN-00
Decorative Street Lighting Assembly .....	SN-00
Fiber Optics .....	SN-00
Improper Casting Adjustment .....	SN-00
Owner Requirements for Water Mains and Appurtenances .....	SN-00
Utilities .....	SN-00
Utilities and Coordination with Utility Schedule.....	SN-00
Utility Locating Service – off Right-of-Way Utilities.....	SN-00

### CSX SPECIAL REQUIREMENTS

CSX Construction Requirements .....	SN-00
CSX Insurance Requirements .....	SN-00
CSX Special Provisions .....	SN-00
CSX Construction Submission Criteria .....	SN-00

### RAILROAD REQUIREMENTS

Railroads Protective Liability Insurance Including Amended Limits.....	SN-00
Railroad Agreement.....	SN-00
Railroad Coordination .....	SN-00
Fouling of Track.....	SN-00



## **SPECIAL NOTES**

The following notes are to supplement the City of Rochester and New York State Department of Transportation (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.

## **GENERAL REQUIREMENTS**

### **Construction Work Day**

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

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 and day after	4th Thursday and Friday in 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 PM and 7:00 AM 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".

### **Coordination with 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.

### **Engineer's Field Office Location and Sign Requirements**

The work is to consist of providing for the use of the Resident Project Representative a building or portion thereof, or a modular trailer of specified type, at a location that is within or immediately adjacent

to the Project limits, and one that is within the City of Rochester's corporate limits.

The field office sign board is to be 3 feet by 4 feet, constructed from 3/4 inch thick duraply or A-A exterior grade plywood, painted with two (2) coats of white exterior enamel paint. Lettering is to be done with one (1) color, pms 287C blue, and is to be done by either silk screen process, die cut vinyl letters (permanent adhesive), hand lettering, or stencil.

The field office sign is to have the following information denoted, all in capital letters, and centered horizontally on the sign board:

- FIELD OFFICE
- NAME OF PROJECT
- CONTRACTOR'S NAME
- CITY OF ROCHESTER and RESIDENT PROJECT REPRESENTATIVE CONTACT PHONE NUMBERS

FIELD OFFICE and NAME OF PROJECT letters are to be swiss 721 condensed bold 3 inch high letters, with 1.50 inch line spacing.

CONTRACTOR'S NAME and CITY OF ROCHESTER and RESIDENT PROJECT REPRESENTATIVE CONTACT PHONE NUMBERS letters are to be swiss 721 condensed bold 1 inch high letters, with 0.75 inch line spacing.

### **Maintain Public Access**

The Contractor shall provide and maintain at all times safe and adequate ingress and egress for intersecting roads, residences, business establishments, adjacent properties, bus stops and other transportation facilities for vehicles, pedestrians and bicycles, at existing or at new access points, consistent with the work, in accordance with NYSDOT Section 619 Work Zone Traffic Control.

The Contractor shall be responsible for obtaining contacts and coordinating access with these and other affected property owners and tenants. The Contractor shall make any and all reasonable efforts to ensure proper coordination, and to limit impacts to these and other adjacent facilities to the greatest extent possible.

The Contractor shall maintain pedestrian access on at least one side of the street at all times, in accordance with the Contract Documents and the Manual on Uniform Traffic Control Devices (MUTCD). Pedestrian access may be provided using existing or temporary sidewalk or path. Pedestrian paths or other areas used by pedestrians that are adjacent to potentially hazardous areas shall be protected to prevent pedestrian intrusion into the hazardous area.

### **New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)**

This is a locally administered Federal-Aid Project with the oversight of the New York State Department of Transportation (NYSDOT).

New York State law requires that public works contracts be awarded to responsible bidders. New York State does not require firms to pre-qualify prior to their submission of bids. Instead the apparent low bidder/winner and proposed Subcontractor(s) must "post-qualify" and a **New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)** form must be approved by NYSDOT prior to the award of a Contract, or approval to subcontract. An approved CCA-2 form covers NYSDOT work for one (1) calendar year.



In accordance with NYSDOT Section 105-05 Vendor Responsibility: "The Contractor shall at all times during the Contract term remain responsible." Failure to maintain and provide responsibility documentation may result in non-payment or suspension of work.

Questionnaires can be obtained by calling NYSDOT at (518) 457-1564, or can be found on the NYSDOT website at:

***<https://www.dot.ny.gov/bids-and-lettings/construction-Contractors/general-info>***

Firms may file either electronically through the OSC site, or can print out the CCA-2, and mail a signed and notarized original copy to:

New York State Department of Transportation  
Contract Management  
50 Wolf Road, 1st Floor, Suite 1CM  
Albany, NY 12232

Whenever local Contract requirements differ from Federal requirements, the Federal requirements will prevail.

### **Ordering and Installing Traffic/Lighting Poles and Appurtenances**

Traffic/lighting poles and appurtenances typically require long lead time for shop drawing approval, ordering, fabrication, delivery, and curing of the concrete foundations. The Contractor shall assure that the lead times for these items are accommodated. It is advised that shop drawings and cut sheets be submitted for review and approval immediately upon Project award to avoid unnecessary delay.

### **Progress Schedule**

The Contractor shall prepare and submit for review a baseline progress schedule to the Project Manager as required by City of Rochester General terms and Conditions Section Article 3 Project Start-Up and Article 6 Contractor's Responsibilities, and/or NYSDOT Section 108-01 Progress Schedule. The Contractor shall update and revise the schedule as required by NYSDOT Section 108-01 Progress Schedule, except that the updates and revisions shall be submitted on a bi-weekly basis.

The Project Manager in concert with the Contractor's appropriate field personnel, shall conduct a bi-weekly review of the updated schedule. The review shall occur after receipt of the Contractor's updated schedule, and shall serve as the forum to discuss slippages, remedies, revisions, and other relevant issues.

The Contractor shall coordinate and monitor all construction activities including those of the Subcontractors, Vendors, and Suppliers. The Contractor shall employ and supply a sufficient force of workers, materials and equipment and shall progress the work with such diligence so as to maintain the rate of progress indicated on the approved schedule to prevent work stoppage and ensure completion of the Project within the allotted Contract time. Any additional or unanticipated cost or expense required to maintain and update the construction schedule shall be solely the Contractor's obligation and included in the bid price for the various items in the Contract.

In the event a notice is received of change to the Contract which is likely to cause, or is causing delays, the Contractor shall notify the Project Manager in writing within ten (10) calendar days of the effect if any of such a change or extra work or suspension or other conditions upon the Project construction schedule, and shall state in what respects if any the schedule should be revised with the reasons therefore. The reasons for these revisions must be succinct, comprehensive, and factual to merit

consideration.

If the Contractor fails to comply with the provisions of this Special Note, the Project Manager may withhold approval of all progress payment estimates.

### **Recycled Material for Subbase Course**

Recycled materials, pulverized or recycled portland cement concrete aggregate (RCA) and brick, reclaimed asphalt pavement (RAP), and Corian® are unacceptable for use as subbase course materials, unless specifically authorized in writing by the City Engineer.

### **Redline (As Built) and Record Drawings**

The Contractor is responsible to maintain a set of redline drawings recording all changes from the bid documents to what was constructed. These redline drawings are to be turned over to the Resident Project Representative as part of the closeout process for the Project and before final payment is made. The Contractor shall coordinate these efforts with the Resident Project Representative on a regular basis (minimum of weekly), but as needed to maintain reasonable accuracy.

These redline drawings will be utilized by the Project Design Professional to create the record drawings for the Project.

### **Regional Transit Service (RTS) – Bus Routes**

RTS maintains bus routes throughout the City of Rochester. The Contractor shall coordinate with RTS representatives to assure that any bus route and bus stops that are within the Project limits will be adequately maintained throughout the duration of the Project.

### **Residential Street Restrictions**

Wherever possible, construction vehicles are not to travel on any adjoining residential street, except when the construction vehicles are needed for performing construction activities on that street.

At all other times, construction vehicles and the Contractor's employee vehicles are prohibited from parking on any adjoining residential street throughout the duration of the Project.

### **Salvage and Delivery of Curb**

The Contractor shall salvage and deliver 000 feet of existing curb to the City's Operations Center.

The salvaged curb is to be delivered to the City of Rochester Street Maintenance Division, 945 Mt. Read Boulevard, Rochester, New York, Monday through Friday, between the hours of 8:00 AM and 3:00 PM, (585) 428-7479. The Street Maintenance Division requires a minimum of five (5) working days advance notice to make arrangements for delivery of the salvaged materials.

When delivered, the curb is to be stacked neatly and orderly, according to width, type and style, at a location designated by the Street Maintenance Division. The stacked curb is to be separated into layers by using 2 inch x 2 inch wooden sticker strips.

The cost of salvaging and delivering the existing curb will be paid for under the appropriate bid item for

salvaging curb under Section S609 Curb.

### **Salvage and Delivery of Millings**

The Contractor shall salvage and deliver 000 tons of clean asphalt millings to the City of Rochester Operations Center. Where millings are to be salvaged, before milling the existing pavement the existing pavement surface must be cleaned of all mud, dirt, debris, or other foreign material.

The salvaged millings are to be delivered to the City of Rochester Street Maintenance Division, 945 Mt. Read Boulevard, Rochester, New York, Monday through Friday, between the hours of 8:00 AM and 3:00 PM, (585) 428-7479. The Street Maintenance Division requires a minimum of five (5) working days advance notice to make arrangements for delivery of the salvaged milling material.

The cost of salvaging and delivering the milling material is to be included in the unit bid price for the general milling operation.

### **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 Contractor, Project Manager and Resident Project Representative, before starting any work on the 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.

### **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.

It is the Contractor's responsibility to ensure that the milling and resurfacing operations do not create new or retain existing areas of ponding water. Before starting work on any street, a field walk of each street is to be held between the Contractor, Project Manager and Resident Project Representative 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 eliminate existing surface drainage issues, and not to create new areas of ponding water by providing positive surface drainage throughout the street corridor. All costs to evaluate and determine grading adjustments to mitigate all existing and potential ponding of water is to be included in the unit price bid for NYSDOT Item 625.01 Survey Operations.

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 of Rochester.

### **Water Main Pipe – Controlled Low Strength Material Encasement**

Controlled low strength material (CLSM) that is used for encasement of water main pipe shall meet the requirements of NYSDOT Section 204 Flowable Fill with a compressive strength of 50 to 100 pounds

per square inch.

CLSM must not contain fly ash or other pozzolan containing materials when placed in direct contact with cast iron or ductile iron pipe, fittings and appurtenances.

## **ADA/PROWAG REQUIREMENTS**

### **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.

### **Drainage at Sidewalk Access Ramps**

It is extremely important that all ponding of water runoff within the area of a sidewalk access ramp be eliminated, as the intended use of the sidewalk access ramp will be negatively compromised by the ponding of water. The Contractor must acquaint themselves with both the existing and the proposed drainage characteristics of the area at and around the sidewalk access ramp, to ensure that the work does not retain existing and/or create new areas of ponding water at and around the sidewalk access ramp. The Contractor is to coordinate with the Project Manager and the Resident Project Representative to identify any areas where ponding of water occurs, and to develop a mitigation plan to eliminate the ponding.

The investigation and mitigation plan will include the Contractor flooding the street pavement area immediately adjacent to the sidewalk access ramp with water in order to verify any ponding of water. The investigation and flooding procedure shall be completed prior to commencing any sidewalk and/or pavement excavation immediately adjacent to a sidewalk access ramp.

When establishing the curb elevations and street pavement edge profile, they may need to be adjusted by the Contractor to eliminate any low point and potential ponding of water that would occur within the area of the sidewalk access ramp. The pavement area along the curb line adjacent to the sidewalk access ramp must be graded to provide positive drainage away from the sidewalk access ramp to avoid ponding of water.

All costs to identify and mitigate ponding of water is to be included in the unit price bid for NYSDOT Item 625.01 Survey Operations, and for unit price bid for NYSDOT Section(s) 402 Hot Mix Asphalt (HMA) Pavements and/or 404 Warm Mix Asphalt (WMA) Pavements series asphalt items.

### **Sidewalk Access Ramps and Detectable Warning Surface Installation**

All sidewalk access ramps are to be constructed in compliance with ADA and PROWAG requirements.

The proposed sidewalk access ramp(s) were designed with available survey information to meet ADA and PROWAG requirements to the greatest extent feasible, while minimizing impacts to existing adjacent features, in particular building corners and doorways. In order to minimize impacts to existing building corners and doorways, it may be necessary to set the new header curb higher than the elevation of the existing header curb. Any revisions to the design must not be made without prior approval from both the Project Manager and the Project Design Professional.

Plastics/polymeric materials, and embedded detectable warning surface installation, are City of Rochester preferred materials and method for installing detectable warning surface units. Cast-in-place, paver, steel, iron and other detectable warning unit materials, and surface applied detectable warning surface installations, are not acceptable unless specifically approved by the City Engineer.

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.

### **Survey Work for Sidewalks and Curb Ramps**

The Contractor shall be responsible for field verifying all elevations, grade breaks and dimensions to ensure that the final layout of sidewalks, curb ramps and blended transitions meet ADA and 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.

A survey control plan is not necessary for work limited to sidewalks and curb ramps.

## **ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS**

### **Concrete Washout Facilities**

Concrete washout facilities shall be utilized for all concrete work to prevent discharge to drainage ways, streams, and wetlands, and infiltration to ground water in accordance with New York State Environmental Conservation Law and NYSDOT Section 107-12 Water Quality Protection.

Concrete washout facilities shall be constructed in accordance with *New York State Standards and Specifications for Erosion and Sediment Control (Blue Book)* - Standard and Specifications for Concrete Truck Washout.

### **Contaminated Soil**

A limited historical and environmental records review of the overall Project showing known and probable locations where the likelihood of contaminated soil may be encountered has been conducted during the design phase of the Project.

In the event that an unexpected area of contaminated soil is encountered during the construction phase of the Project, the Contractor shall immediately notify the Resident Project Representative, and stop all work at that location until an appropriate Contaminated Material Handling Plan has been prepared and approved.

The Resident Project Representative will obtain the services of a Qualified Environmental Professional (QEP) acting on behalf of the City of Rochester, with the qualifications to perform such tasks as the screening and decision making about what is and what is not contaminated, as well as the proper characterization of the waste. The staging and disposal of the material is still the responsibility of the Contractor, but it is to be done at the direction of the Resident Project Representative.

### **Disposal Sites and Permits**

All demolition debris and spoil material shall be disposed of off-site at an approved disposal site.

It is the Contractor's responsibility to obtain all permits and approvals for disposal sites necessary in accordance with applicable federal, state and local laws and regulations as described in City of Rochester Standard Construction Contract Documents and NYSDOT Section 107-10 Managing Surplus Material and Waste. Copies of all permits, manifests and landfill tickets shall be provided to the Resident Project Representative and Project Manager in order to demonstrate compliance with these requirements.

### **Dust Control**

The Contractor must exercise extreme caution to control dust in all phases of the work. The Contractor's operations must not result in the discharge of dust into the atmosphere of such quantity, character, or duration that it unreasonably interferes with the comfortable enjoyment of life or property, or is harmful to plants or animals. No additional payment will be made for any labor, material or equipment needed for dust control.

When it becomes necessary, the Resident Project Representative will inform the Contractor of unsatisfactory construction procedures and operations insofar as pollution of the air is concerned. If the unsatisfactory construction procedures and operations are not promptly corrected, the Resident Project Representative may suspend performance of any or all other construction operations until the unsatisfactory condition has been corrected. The Project Manager may shut down at any time, all operations that are causing a dust problem.

Dust control methods shall be in accordance with *New York State Standards and Specifications for Erosion and Sediment Control (Blue Book)* - Standard and Specifications for Dust Control.

### **Environmental and Erosion Control**

The Contractor shall incorporate best management practices to control sediment and erosion, as defined in City of Rochester Section 10 Compliance with Air and Water Laws and Regulations of the Laws and Regulations section, NYSDOT Section 107-12 Water Quality Protection, and NYSDOT Section 209 Soil Erosion and Sediment Control.

At any time that the Project Manager feels that the work is adversely impacting any adjacent property, the Project Manager shall order such operations be terminated, and the Contractor must provide the necessary mitigation devices prior to recommencing the work.

No earth material exposed by grubbing, excavation, borrow, fill, or other work, shall be left exposed for a period of greater than fourteen (14) days without the application of temporary or permanent erosion controls.

### **Safety and Health Requirements – Worker Silica Protection**

Where the work requires the Contractor to saw cut concrete pavement, the Contractor is alerted to the fact that concrete dust contains crystalline silica.

Crystalline silica is a common substance, which is the basic component of many types of sands, quartz, and granite rock. Occupational exposure to crystalline silica can produce silicosis which is a disease of the lungs characterized by progressive fibrosis and a chronic shortness of breath.

The Contractor is alerted to NYSDOT Section 107-05L4 Silica and to OSHA requirements for Worker Silica Protection, included in 29 CFR 1926.55.

The Contractor shall be in compliance with City of Rochester Section 9 Safety and Health Requirements of the Laws and Regulations, and NYSDOT Section 107-05 Safety and Health Requirements.

### **Site Safety**

The Contractor is fully and solely responsible for site safety precautions, and shall perform all of the work in the Contract Documents in a workmanlike manner with due regard to the safety of the employees and of the public.

The Contractor shall comply with 29 CFR 1926 Safety and Health Regulations for Construction, administered by the Federal Occupational Safety and Health Administration (OSHA) and U.S. Department of Labor in the performance of the work required by the Contract Documents in all matters regarding the safety and protection of persons employed in construction, excavation and demolition work.

The Contractor shall also meet all applicable requirements of the State of New York Department of Labor, Industrial Code Rule 53 regarding construction, excavation and demolition operations at or near underground facilities.

### **Waste Management/Recycling**

The City of Rochester encourages minimization of the waste stream through the salvage or recycling of excess materials, and through the use of recycled materials in new construction. Asbestos containing materials are not included in the list of recyclable materials.

Site preparation for this Project may involve tree trimming/removal, unclassified excavation including the removal of concrete, asphalt and other hard surface pavement materials. Much of the content from these operations is recyclable, with their use subject to the requirements of the Special Note **Recycled Material for Subbase Course**.

A list of recycling facilities which accept such waste is available from the New York State Department of Economic Development office of Recycling Market Development at (518) 292-5854.

New York State Construction and Demolition processing facilities are regulated under 6NYCRR Part 360: Subpart 360-1, General Provisions; Subpart 360-7, Construction and Demolition Debris Landfills; and Subpart 360-12, Recyclable Handling and Recovery Facilities. A list of facilities permitted to recycle solid waste is available from the New York State Department of Environmental Conservation Region 8 Solid Waste Division at (585) 226-2466.

The Contractor shall maintain all collection and temporary storage areas in a neat and orderly appearance to the satisfaction of the Project Manager. Waste management activities must be controlled to prevent odors and other nuisance conditions. The Contractor shall also manage all waste in accordance with applicable Federal, State, and local regulations.

## **ASPHALT REQUIREMENTS**

### **Asphalt Pavement Joint Adhesive**

The Contractor is required to use asphalt pavement joint adhesive on vertical faces for all joints on the new asphalt surface course such as longitudinal, transverse, curb or other joints butting against the new asphalt pavement, in accordance with NYSDOT Section 418 Asphalt Pavement Joint Adhesive.

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

Longitudinal joints between lanes made by echelon paving do not require application of asphalt pavement joint adhesive.

### **Asphalt Pavers – Spreading and Finishing Requirement**

The Contractor shall provide a paver(s) capable of spreading and finishing courses of asphalt in lane widths, shoulders, or similar construction applicable to the specified typical section and thicknesses shown on the plans. In addition, the speed of the paver must remain constant to ensure a uniform thickness of the asphalt course being placed. The speed of the paver must match the production rate of the asphalt plant, proposed asphalt rollers, and to the thickness and width of the asphalt course being placed.

The Contractor should be prepared to discuss at the prepave meeting both the paver speed and the maximum paver speed for the Project based on the plant production rate, roller(s) speed and asphalt course thickness being placed.

### **Asphalt Top Course - Longitudinal Joint Layout**

The Contractor shall prepare a proposed final joint layout plan based on construction staging, the proposed lane widths, location of intersections, tapers, other irregular areas, and final striping. The paving operation shall be planned so the top course longitudinal paving joints line up with the edges of the proposed travel lanes. The Contractor shall submit a proposed joint layout plan to the Resident Project Representative no less than seven (7) days prior to the prepave meeting. At the prepave meeting, the Contractor must be prepared to discuss paving sequences and the proposed joint layout. The Contractor shall not begin paving the top course material until the proposed joint layout has been approved by the Resident Project Representative.

### **Asphalt Top Course - Tapered Wedge Joint and Butt Joint**

The Contractor is required to use a tapered wedge joint (Michigan wedge joint) on all longitudinal joints with the placement of new 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.

Butt joint may be used for top course in select situations only, and only with prior approval of Project Manager. Butt joint is to be used for all other asphalt courses.

### **Performance Graded (PG) Binder and Mix Design Level**

***<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/hma-specialnotes>***

## **PAVEMENT MARKING REQUIREMENTS**



## **Pavement Markings**

The Project may include the installation of temporary, interim and permanent pavement markings. The locations and type of all pavement markings are shown in the Contract Documents.

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 the centerline and long line stripes along with symbols, in pattern similar to the existing pavement marking layout, and are to be done using traffic paint.

Temporary pavement marking edge lines, crosswalks, stop bars, gores and letters are not required to be installed.

Payment for temporary pavement markings will be paid for under NYSDOT Item 619.0901 Temporary Pavement Markings, Stripes.

- B. Interim Pavement Markings:** Where required in the Contract Documents, 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 bid item(s) for interim pavement markings under NYSDOT Section 619 Work Zone Traffic Control as required in the Contract Documents.

- 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 Monroe County Department of Transportation (MCDOT) and/or NYSDOT and as directed by the Project Manager.

Permanent pavement markings will be paid for under the appropriate NYSDOT bid item(s) for pavement markings as required in the Contract Documents.

## **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 of Rochester.

## **PRICE ADJUSTMENT REQUIREMENTS**

### **Asphalt Price Adjustment**

***<https://www.dot.ny.gov/main/business-center/Contractors/construction-division/fuel-asphalt-steel-price-adjustments>***

## **Fuel Price Adjustment**

***<https://www.dot.ny.gov/main/business-center/Contractors/construction-division/fuel-asphalt-steel-price-adjustments>***

## **Steel/Iron Price Adjustment**

The following items/materials permanently incorporated into the work are eligible for steel and iron price adjustment:

- open steel bridge floor
- reinforcing steel
- structural steel
- steel in precast or pre-stressed concrete items

Eligible materials include major components of items for which the weight of the steel and/or iron can be simply determined from manufacturer's/supplier's data or shipping weights, and exclude minor appurtenances individually weighing less than 2 kg (i.e. nuts, bolts, washers, etc.). Eligible precast or pre-stressed concrete items shall have total reinforcing steel weight listed on the approved shop drawings. The Resident Project Representative will determine the mass of eligible materials from the following sources, in declining order of precedence; approved shop drawings, Contract documents, industry standards (i.e. Steel Manual, AWWA Standards, etc.) and manufacturer's data.

***<https://www.dot.ny.gov/main/business-center/Contractors/construction-division/fuel-asphalt-steel-price-adjustments>***

## **RESTORATION REQUIREMENTS**

### **Driveway Apron Restoration for Milling and Resurfacing Projects**

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

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

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

### **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, unless additional time is needed to complete unanticipated pavement repairs. The Project Manager will determine and approve how much, if any, additional time is warranted.

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.

When a Project involves the milling and resurfacing of more than one street, the milling and resurfacing operation on any single street must be completed in its entirety before the Contractor can start the milling and resurfacing operation on another street.

No street shall be milled without the express permission of the Project Manager, for better control and coordination of the milling operation and resurfacing work,

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 consisting of cold patch asphalt or milling 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.

The 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.

### **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 **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 of Rochester 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.

## **Restoration of Driveways, Sidewalk, Sidewalk Access Ramps, and Temporary Sidewalk**

Restoration of concrete sidewalk areas, including sidewalk access ramps, are subject to liquidated damages. Refer to Special Note **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 is to be in accordance with City of Rochester Section S412 Temporary Pavement, and is to consist of a minimum 2 inch thick compacted hot/warm mix asphalt material. The finished surface of temporary sidewalk pavement used in pedestrian pathway area is to be firm, smooth, slip resistant, and fully accessible for persons with disabilities. 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.

## **Time Restrictions – Liquidated Damages**

In addition to the liquidated damages that are assessed in accordance with City of Rochester Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section, 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 City of Rochester Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section 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 **Restoration of Areas Adjacent to Planned Work** for additional information.

**B. Sidewalk Restoration Work:** Concrete sidewalk areas including 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 City of Rochester Subsection 10.4 Liquidated Damages Article 10 Changes During the Project of the General Terms and Conditions Section in an amount of **\$50.00** per calendar day per negligent location.

Refer to Special Note **Restoration of Driveways, Sidewalk, Sidewalk Access Ramps, and Temporary Sidewalk** for additional information.

### **Topsoil Placement and Care around Existing Trees**

To facilitate bonding of the new topsoil with the subsoil, before placing the new topsoil material the Contractor is to scarify the surface of the subsoil to remove existing vegetation and all undesirable material which is larger than 1 inch in its greatest dimension.

When scarifying the existing surface around an existing tree, the Contractor is to take necessary precautions within the limits of the tree canopy to not damage any existing tree roots, and is to scarify the surface of the subsoil to a maximum depth of 1 inch. Existing tree roots that become exposed are to be re-buried as soon as possible. Until the exposed tree roots can be re-buried, the exposed tree roots are to be covered with wet burlap, and the burlap kept wet until the exposed tree roots are re-buried.

Topsoil that is placed around an existing tree is not to be placed any higher than 3 inches of the original surface area at the base of the existing tree.

## **SURVEY REQUIREMENTS**

### **Survey Monuments**

As of the start work date that is established by issuance of the Notice to Proceed, the protection of all survey monuments within the limits of the Project site is the responsibility of the General Contractor.

If any survey monument is found destroyed commencing on the start work date, and the party responsible for destroying the survey monument is unclear or undeterminable, the destroyed survey monument is to be replaced at the Contractor's expense with a new survey monument of the same type as the one destroyed.

A destroyed survey monument is defined as one that has been:

- moved more than 0.02 of a foot in any direction from its City of Rochester tied position; or
- broken; or
- disturbed to the point that the survey monument's position is no longer fixed or stable; or
- excavated and removed from the ground for any reason; or
- having been vertically adjusted without having obtained prior written authorization from the City of Rochester Maps and Surveys office.

### **Survey Operations – Accuracy and Method**

The

### **Survey Operations – Item 625.01**

The following engineering data, to be shared electronically, is available for use by the Contractor and will be provided by the Project Manager after award of the Project, upon request, and after execution of a File Sharing Agreement:

- existing digital terrain model (DTM of original ground)
- proposed digital terrain model (DTM of proposed pavement finished grade surface)
- horizontal and vertical alignment data
- survey control (baseline)

The finished grade DTM does not cover sidewalk, driveway, parking, or lawn areas.

Should the Contractor not agree with any of the information provided, it may verify all or any portion of the information, at no additional cost to the City of Rochester.

## **TRAFFIC AND WORK ZONE REQUIREMENTS**

### **Loop Detectors**

It will be the Contractor's responsibility to contact the owner of the loop detectors [Monroe County Department of Transportation (MCDOT), New York State Department of Transportation (NYSDOT), privately owned] for assistance in determining the exact location of the existing loop detectors in the field before any work is started on the street. This is imperative even though the loop detectors may already have been scheduled for removal as a part of the work.

All loop detectors located within pavement reconstruction/rehabilitation limits shall be removed via the excavation/milling operation.

All loop detectors within areas that are to be overlaid or micro-paved only, shall be retained unless otherwise required by the owner, or as directed by the Project Manager.

Responsible part for replacement of the loop detectors will be as required in the Contract Documents.

Any damage to existing loop detectors that are outside of the Project limits as a result of the Contractor's operations, shall be corrected by the Contractor to the satisfaction of the owner, at no additional cost to the owner and/or the City of Rochester.

### **Traffic Signage**

All existing and/or new traffic, bicycle and parking signs within the Project limits shall be maintained by the Contractor throughout the entire period of construction, or temporarily covered or removed, stored and replaced when they directly conflict with construction operations and/or the maintenance and protection of traffic. This includes signage at intersecting streets.

Prior to the Contractor's start of work, the Resident Project Representative, Monroe County Department of Transportation, and the City of Rochester will collectively assess the condition of all existing ground mounted street name, warning, and regulatory signage (i.e. existing signs on existing sign posts). Parking signs and traffic signal mounted signs will be exempt from this review. Subsequent to approval by the Monroe County Department of Transportation and the City of Rochester, the Resident Project Representative will provide the Contractor with a list of signs to be removed, stored, and reset/relocated by the Contractor in lieu of the ordering, fabricating, and installing of new signs as shown on the plans. A change order will be used during construction, if necessary, to account for this change. The Contractor shall prepare their bid in accordance with the Contract Documents.

### **Traffic Signage – New Signage Sheeting**

All new ground-mounted signs specified by NYSDOT to utilize ASTM IX reflective sheeting and all overhead signs must be fabricated using 3M™ DG³ reflective sign sheeting.

All other new ground-mounted signs must be fabricated using 3M™ HIP reflective sign sheeting.

### **Work Zone Traffic Control Non-Payment Amount**

The Contractor is required to ensure that all work zone traffic control measures are implemented for the duration of the Project. For each calendar day during which there are substantial deficiencies in compliance with the requirements of NYSDOT Section 619 Work Zone Traffic Control and the Construction Documents, no payment will be made under basic work zone traffic control. The amount of such calendar day nonpayment will be deducted from monies due the Contractor in accordance with the following table:

<b>BASIC WORK ZONE TRAFFIC CONTROL NON-PAYMENT</b>		
<b>Original Contract Amount</b>		<b>Non-Payment Amount</b>
<b>From More Than</b>	<b>To and Including</b>	
\$ 0	\$ 100,000	\$ 100
\$ 100,000	\$ 500,000	\$ 200
\$ 500,000	\$ 1,000,000	\$ 300
\$ 1,000,000	\$ 2,500,000	\$ 400
\$ 2,500,000	\$ 5,000,000	\$ 500
\$ 5,000,000	\$ 10,000,000	\$ 750
\$ 10,000,000	\$ 20,000,000	\$ 1,000
\$ 20,000,000	over	\$ 3,000

## **UTILITY REQUIREMENTS**

### **Catch Basins and Sewer Manholes Castings**

Monroe County Pure Waters (MCPW) must have access to its sewer facilities at all times, including but not limited to catch basins and sewer manholes. If at any time MCPW 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 City of Rochester 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.

## **Decorative Street Lighting Assembly**

The following is provided to clarify the intent of NYSDOT special specification Item 670.20NN00MO Decorative Street Lighting Assembly:

- On Page 2 of 5, the Upper Roadway Luminaire specified has received approval from NYSDOT for proprietary use on this Project. The Contractor **may not** submit an approved equal.
- On Page 2 of 5, the Photocontrol specified has received approval from NYSDOT for proprietary use on this Project. The Contractor **may not** submit an approved equal.
- On Page 3 of 5, the Street Light Pole specified has received approval from NYSDOT for proprietary use on this Project, however the Contractor **may** submit for approval an approved equal.
- On Page 4 of 5, the Lower Pedestrian Luminaire specified has received approval from NYSDOT for proprietary use on this Project. The Contractor **may not** submit an approved equal.

## **Fiber Optics**

The new fiber optic conduit is to be installed as shown in the Contract Documents. It may be necessary to deviate the location of portions of the new fiber optic conduit with conduit bending around fixed utilities as necessary, with the maximum conduit bend as specified by the 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 of Rochester must be obtained before making any deviation in the location of the new fiber optic conduit.

The Resident Project Representative is to note the exact location of the installed new fiber optic conduit and pullboxes, including all deviations, for preparation of the as-built record drawings.

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

The frame and cover for all City of Rochester pullboxes are to be in accordance with EJ Company #1310Z and #1310A, or approved equivalent. With either shaped pullbox, 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 pullboxes/splice 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.

## **Improper Casting Adjustment**

The Contractor's attention is drawn to NYSDOT Section 402-3.10 Surface Tolerance, 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 of Rochester. 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.

### **Owner Requirements for Water Mains and Appurtenances**

All water work shall be in accordance with the Contract Documents, standard water notes on drawing(s) GN-0, water tables on drawing(s) WT-0 thru WT-0, water details on drawing(s) WD-0 thru WD-0, and subject to the approval of the City of Rochester Bureau of Water.

The following are requirements of the Owner of the water system, City of Rochester Bureau of Water, for this Contract. All manufacturer or proprietary material designations are the requirements of the Owner.

Approval of an equivalent item other than that specified must be granted by the Owner.

The Owner requires review and approval of all materials and details. The estimated time required for approval by the Owner, of the materials and details, during construction is a **minimum of two (2) weeks**.

City of Rochester Bureau of Water "Water Approval Products List" and other pertinent documents associated with the water work, and requirements of the City of Rochester Bureau of Water, can be found on the City of Rochester's website at <http://www.cityofrochester.gov/waterdocuments/>.

The NYSDOT Standard Specifications Section 663 Water Supply Utilities, as referenced in this Contract Document, shall apply with the exception of the following:

- A. All ductile iron pipe shall be Class 52, or Class 56, as indicated in the Contract Documents (§663-3.06B). Ductile iron pipe shall have a double thickness of cement mortar. PVCO pipe shall be in conformance with AWWA C909, pressure class 235 CIOD. PVC pipe shall be in conformance with AWWA C900 DR14 pressure class 305 for sizes 4 inch through 12 inch.
- B. All new water valves 12 inches and smaller shall be vertical type, open right, resilient seat gate valves (§663-3.08A). Resilient seat valves 4 inch through 12 inch shall meet the requirements of ANSI/AWWA C509. Resilient seat valves 16 inch through 24 inch shall meet or exceed the requirements of ANSI/AWWA C515.
- C. All hydrants shall be coated with a fusion bonded yellow epoxy paint (§663-3.09A).
- D. Water meters shall be purchased from the City of Rochester Bureau of Water upon receipt of a new meter fee (§663-3.18 and/or 663-3.19). All costs associated with obtaining and installing the water meter shall be included in Items 663.27nn and/or 663.28nn.
- E. Tablet method for disinfection of water pipe is not allowed per the City of Rochester Bureau of Water (§663-3.24).
- F. Multiple water services taps shall be a minimum of 18 inches apart, where possible. Corporation stop saddles are required where specified by the City of Rochester Bureau of Water.
- G. All materials in contact with potable water shall be in compliance with ANSI lead-free Standard 61 – Annex G.

- H. Polyethylene water service tubing shall meet the requirements of SDR 9, PE 4710 – pressure class 250 and in conformance with the requirements of ANSI/AWWA C901 and ASTM D2737.
- I. The Contractor shall provide and install pipe restraint devices as specified in City of Rochester Bureau of Water specifications and Approved Products List. The cost for providing and installing the restraint devices has be included in the per linear foot bid price of the pipe. No additional payment will be made for providing and installing the restraint devices.
- J. Sand embedment material shall conform to the City of Rochester requirement with a maximum particle size of 6.35 mm.
- K. Tracer wire shall conform to the City of Rochester Standards and Requirements. Tracer wire shall be installed in conformance with City of Rochester Standards and Details.
- L. City of Rochester specifies the use of PVC fittings in water main installations. The Contractor may substitute iron fittings (AWWA C153) for PVC fittings. However, the City of Rochester requires that all iron fittings must be installed with a wax tape coating and a 9 pound anode. No additional payment will be made for the wax tape coating and the 9 pound anode.
- M. The water main and temporary bypass pipe shall be disinfected equal to AWWA Standard for Disinfecting Water Mains, designation C651 by using the continuous feed method. Following disinfection, the water main and bypass pipe shall be flushed until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system. The interior of all water main pipe, valves, fittings and services 4 inches and larger, including new hydrant branches connected to existing water main, not receiving twenty-four (24) hour chlorine disinfection contact time must be spray or swab disinfected with a minimum of 1 % - 5% solution of chlorine no more than thirty (30) minutes prior to installation. Additionally, the exterior surface of existing pipe and fittings that new pipe and fittings will be connected to must be thoroughly cleaned and disinfected. The maximum distance between disinfection/sampling taps on new water main and bypass pipe shall be 1,000 feet. The sampling point(s) must be decontaminated by flaming, fire hydrants are not acceptable sampling points. The Monroe County Department of Public Health (MCDPH) must receive at least forty-eight (48) hour advance notification requesting sampling services. The Contractor shall call (585) 753-5057 to arrange for sampling services and is responsible for paying all MCDPH sampling fees. Sampling will not be performed prior to receipt from a New York State licensed or registered Design Professional [engineer, architect, land surveyor with a special exemption under Section 720(n) of the education law] certifying that the water supply improvements, testing and disinfection procedures were completed in accordance with the approved plans, reports, specifications and any approved amendments. The department will collect samples for free chlorine, total coliform, Escherichia coli (E. coli) and turbidity. The water main and bypass shall not be placed into service until so authorized by the MCDPH.
- N. All mechanical joint and gland hardware shall be fluorocarbon coated in accordance with City of Rochester Bureau of Water requirements.

### **Utilities**

The Contractor shall not commence or progress construction until all existing sewer and water systems have been located to the satisfaction of the Project Manager. All work done to disconnect and abandon sewer and water systems shall meet the satisfaction of the Monroe County Pure Waters (MCPW) and City of Rochester Bureau of Water (RBW) representatives. To prevent pollution, abandoned sewer and water services shall be thoroughly and permanently capped or plugged, per MCPW and RBW requirements.

The Contractor shall also coordinate with the following private utility companies to ensure that their

services are located, staked out and protected, removed, or abandoned prior to beginning any construction activities:

UTILITY	OWNER	CONTACT NAME - PHONE
Electric	Rochester Gas & Electric	
Gas	Rochester Gas & Electric	
Sewer	Monroe County Pure Waters	
Steam	Rochester District Heating	
Street Lighting	DES/Street Lighting	
Telephone	Frontier Telephone	
Traffic Signals	Monroe County Department of Transportation	
Traffic Signals	New York State Department of Transportation	
TV Cable	Charter Spectrum	
Water	DES/Rochester Bureau of Water	
Water	Monroe County Water Authority	
Fiber Optic	CenturyLink	
Fiber Optic	First Light	
Fiber Optic	Greenlight Networks	
Fiber Optic	MCI/Verizon	
Fiber Optic	Monroe County Department of Environmental Services	
Fiber Optic	New York State Department of Transportation	

The above list represents the known public and private utilities that are located within the Project limits. The Contractor must also provide coordination with other unknown private utilities that may be encountered during construction of the Project.

The Contractor shall be aware during the preparation of their bid and scheduling of the work, that existing previously abandoned private conduit and/or duct banks may now contain public utilities such as traffic signal, street lighting, and fiber optic cables. These public utilities may either remain in place, or be replaced or relocated as part of the Project. The Contractor may need to maintain the existing conduit and/or duct banks, or temporarily relocate these utilities, in order to maintain these existing systems until the replacement facility is constructed, or the existing system is no longer needed and can be abandoned, as approved by the Project Manager. All costs shall be included in various bid items, there will be no direct payment.

#### **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 Project limits for a stakeout of all utilities, including castings.

In addition to Dig Safely notifications, the Contractor shall retain the services of a utility locating service that shall be responsible for locating and documenting all underground utilities within the Project limits, including both their horizontal and vertical location. Utilities shall be located using test pits, ground penetrating radar (GPR), ground fault and short detection, and/or time domain reflection methods. Construction shall not commence until all utilities within the Project limits have been located, identified and documented.

The Contractor shall familiarize itself with the existence of all utility features within the Project limits 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 of Rochester 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 Project 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 Project limits have been shown in the Contract Documents. In this regard, the Contractor's attention is called to City of Rochester Article 5 Subsection 5.6 Utilities of the General Terms and Conditions Section, and Subsection 9.D Excavation and Prohibition of Blasting near Public and Private Utility Pipes of the Laws and Regulations Section 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.

The Contractor will be held wholly responsible for any damage to any public or private utility that is a result of the Contractor's operations.

Relocation/replacement of select public utilities and appurtenances are the responsibility of the Contractor as part of this Project. Every reasonable attempt will be made by the City of Rochester 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 of Rochester for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

The Contractor shall notify the Project Manager 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 construction 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 City of Rochester Bureau of Water 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.

### **Utility Locating Service – off Right-of-Way Utilities**

In addition to Dig Safely notifications, the Contractor shall retain the services of a utility locating service that shall be responsible for locating and documenting all off right-of-way underground utilities within the Project limits, with the utility being located both horizontally and vertically. Utilities shall be located using test pits, ground penetrating radar (GPR), ground fault and short detection, and/or time domain reflection methods. Construction shall not commence until all off right-of-way utilities within the Project limits have been located, identified and documented.

No additional expense shall be incurred upon the City of Rochester for this service. The Contractor shall be solely responsible for all costs associated with providing and utilizing this service.



## CSX SPECIAL REQUIREMENTS

### 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.

2. 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.
  - a. 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.
  - b. 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.
  - c. 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.

- d. **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.
- e. **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.
- f. **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](mailto: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.

- g. **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.
- 3. 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.
  - 4. No storm water from the Project may discharge onto the CSXT right-of-way at any time during construction.

5. 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.
6. 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.
7. 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.
8. 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.
9. All crane and equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.
10. 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.
11. 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.

## **CSX Insurance Requirements**

### **I. 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:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - i. Broad Form Nuclear Exclusion - IL 00 21
    - ii. 30-day Advance Notice of Non-renewal or cancellation
    - iii. Required State Cancellation Endorsement
    - iv. Quick Reference or Index - CL/IL 240
  - g. Authorized endorsements may not include:
    - i. A Pollution Exclusion Endorsement except CG 28 31
    - ii. A Punitive or Exemplary Damages Exclusion
    - iii. A "Common Policy Conditions" Endorsement
    - iv. Any endorsement that is not named in Section 4 (e) or (f) above.
    - v. 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.

## II. Additional Terms

1. 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](mailto:insurancedocuments@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.

### **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.

### **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.

## RAILROAD REQUIREMENTS

### **Railroads Protective Liability Insurance Including Amended Limits**

1. Each policy of Railroad Protective Liability Insurance shall be issued with limits of:

#### BODILY INJURY LIABILITY

#### PROPERTY DAMAGE LIABILITY

Single limit of \$1,000,000\* combined Bodily Injury Liability and/or Property Damage Liability for each occurrence with a \$5,000,000\* aggregate limit applying separately to each annual period.

2. Before any work is started on the railroad company's right-of-way, the Contractor shall furnish:

(a) Owner/Operator: \_\_\_\_\_  
Trackage Rights: \_\_\_\_\_

(b) Owner/Operator: \_\_\_\_\_  
Trackage Rights: \_\_\_\_\_

with a policy of Railroad Protective Liability Insurance taken out singularly in the name of the railroad company identified as an Owner/Operator above. Each policy shall also name the railroad company(s) listed as having trackage rights. Said policy(s) shall be subject to the approval of each named railroad company identified as Owner/Operator, and the Contractor shall also furnish each named railroad company identified as Owner/Operator with a copy of the Certificate of Insurance for Construction and Reconstruction of Highway, Bridge and Related Projects.

This Railroad Protective Liability Insurance Policy issued to the company shall be in accordance with the U.S. Department of Transportation; Federal Highway Administration, Federal-Aid Policy Guide, 23 CFR Part 646 Subpart A dated July 6, 2005.

The Contractor shall procure and maintain at their own expense, and without expense to the Sponsor or railroad, the above captioned Railroad Protective Liability Insurance. The policy(s) shall not be changed or canceled until thirty (30) days written notice has been given to the Sponsor's representative and the above listed railroad(s).

Because of railroad involvement, the Contractor's attention is directed to NYSDOT Section 105-09 Work Affecting Railroads.

Information and/or correspondence regarding insurance shall be directed to:

**Insert name of railroad contact and address**

\*Amounts may vary according to each railroad or Project circumstances. Values noted are minimum coverages allowed to be eligible for Federal reimbursement.

### Railroad Data - XXX railroad

1. NAME OF RAILROAD(S)
  - a) owner:
  - b) lessee:
  - c) trackage rights:
2. LINE NAME:

3. NUMBER OF TRACKS:
4. RAILROAD MMILEPOST NUMBER:
5. NUMBER AND FREQUENCY OF TRAINS:
  - a) freight:
  - b) passenger:
6. MAXIMUM AUTHORIZED TRAIN SPEED: 00 MPH

### **Railroad Agreement**

This Project requires agreements between the City of Rochester and XXX railroad.

The agreement covers the following (as necessary):

#### **FLAGGING, ENGINEERING, CONSTRUCTION, CONSTRUCTION INSPECTION**

We are working with the railroad on approving an agreement format and anticipate having an agreement approved within approximately XXX (000) days of the Letting date.

The Contractor should be aware that until the agreement has been approved by the New York State Department of Transportation, acting on the behalf of the Federal Highway Administration. The Contractor may not be allowed to enter onto railroad company property to perform Contract work, nor will the railroad company provide protective services occasioned by the Contractor's operations. Any delays experienced by the Contractor which affect the scheduled completion date of the Project and which are attributed to delays beyond the estimated approval date of the Sponsor's agreement(s) with the railroad company(s) or delays by the railroad company in progressing the railroad-related work will be considered before the Sponsor assesses late fee or excessive engineering charges against the Contractor.

To avoid any delays as a result of the Sponsor - Railroad Agreement(s) not being approved by the time the Contractor is to commence work, the Contractor should schedule the work involving the railroads last, to the greatest extent practicable.

### **Railroad Coordination**

The Contractor shall note that this Project requires close coordination with 000 feet railroad. It is anticipated that XXX railroad will provide their own personnel to perform flagging services while certain construction operations take place adjacent to, over or under XXX railroad tracks, facilities, right-of-way and property.

The flag person must be present, as determined prior to the start of construction, to insure the safe operation of trains, prevent the delay of trains and insure the safety of all property and personnel on the Project site. However, the Contractor is advised that XXX railroad may not be able to provide flag persons on a daily basis due to the railroad's operational necessities.

The Contractor shall coordinate and schedule their construction activities with XXX railroad Project Engineer no later than two (2) weeks prior to the start of the work, in consultation with the Sponsor's Project Manager, so that a workable schedule can be formulated and agreed upon.

### **Fouling Of Tracks**

Any time the Contractor is working within 15 feet of the face of rail, the Railroad will consider the track fouled. A track is also considered fouled when the Contractor's equipment is more than 15 feet from the face of rail but may infringe upon the 15 feet area due to operator error or equipment failure. Whenever the Contractor is planning to work within the fouling distance of the track, the Contractor shall notify the railroad beforehand. The railroad will need forty-eight (48) hours advance notice to schedule any inspector/flag person(s) whenever the Contractor is or may be fouling the tracks. The railroad will require a railroad inspector/flag person on site whenever the track is or may be fouled by the Contractor's equipment and/or personnel.

