



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 40601

Jim Gray
SECRETARY

July 15, 2024

CALL NO. 106
CONTRACT ID NO. 245356
ADDENDUM # 2

Subject: Jefferson County, STP BRZ 9030 (473)
Letting July 18, 2024

- (1) Revise - Proposal Page 2 of 127
- (2) Add - Proposal Pages 66a - 66o of 127

Proposal revisions are available at <http://transportation.ky.gov/Construction-Procurement/>.

If you have any questions, please contact us at 502-564-3500.

A handwritten signature in black ink that reads "Rachel Mills".

Rachel Mills, P.E.
Director
Division of Construction Procurement

RM:mr
Enclosures

TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none">• PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES• CONTRACT NOTES• FEDERAL CONTRACT NOTES• ASPHALT MIXTURE• DGA BASE• DGA BASE FOR SHOULDERS• INCIDENTAL SURFACING• COMPACTION OPTION B• SPECIAL NOTE(S) APPLICABLE TO PROJECT• LIQUIDATED DAMAGES• TREE REMOVAL• BRIDGE DEMOLITION, RENOVATION AND ASBESTOS ABATEMENT• ASBESTOS ABATEMENT REPORT• RIGHT OF WAY CERTIFICATION• UTILITY IMPACT & RAIL CERTIFICATION NOTES• RAILROAD NOTES• DEPT OF ARMY - NATIONWIDE PERMIT
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none">• STANDARD AND SUPPLEMENTAL SPECIFICATIONS• [SN-1I] PORTABLE CHANGEABLE SIGNS• [SP-69] EMBANKMENT AT BRIDGE END BENT STRUCTURES
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none">• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273• NONDISCRIMINATION OF EMPLOYEES• EXECUTIVE BRANCH CODE OF ETHICS• PROJECT WAGE RATES LOCALITY 3 / FEDERAL• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO JEFFERSON
PART IV	INSURANCE
PART V	BID ITEMS

Special Notes for Protection of Railroad Interests

EXHIBIT C
RJC SPECIAL PROVISIONS

RJCC15STV

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Representative, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company and Railroad Chief Engineer will have final authority in all matters affecting the railroad track and right of way including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions
1. Given the Railroad written notice, with copy to the following Railroad Representative, who has been designated to be in charge of the work, at least ten days in advance of the date it proposes to begin work on Railroad rights of way.

R. J. Corman Railroad Company/Central Kentucky Lines
P. O. Box 788, Nicholasville, Kentucky 40340
Jimmy Overbey 859-537-1096
Office 859-881-2502
 2. In addition, the Contractor shall notify the Consulting Engineer, George Zimmerman, of STV/Ralph Whitehead Associates, at (770) 452-0797, fax (770) 936-9171, at least 72 hours before proceeding with the work in Railroad property. The Contractor also agrees to abide by the instructions of all Railroad representatives, concerning matters related to Railroad safety.
 3. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.
 4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 5. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains; the method of doing such work shall first be submitted to the Railroad Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall, be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.
- B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such

provisions. If in the judgment of the Railroad Representative, or in his absence, the Railroad Chief Engineer or the Consultant Engineer, such provisions are insufficient, the Railroad Representative may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within the Railroad corridor, or before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

- A. GENERAL. Construction work on Railroad property, whether owned or leased, shall be:
1. Subject to the inspection and approval of the Railroad.
 2. In accord with the Railroad's written outline of specific conditions, general rules, regulations, and requirements including those relating to safety, fall protection and personal protective equipment.
 3. In accord with these special Provisions.
- B. EXCAVATION. The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.
- C. EXCAVATION OF STRUCTURES. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Representative, but such approval shall not relieve the Contractor from liability.
- D. BLASTING.
1. The Contractor shall obtain advance approval of the Railroad Representative and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

- (a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. MAINTENANCE OF RAILROAD FACILITIES.

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.
2. All such maintenance and repair of damages due to the Contractor's operation shall be done at the Contractor's expense.

F. STORAGE OF MATERIALS AND EQUIPMENT.

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the railroad corridor without first having obtained permission from the Railroad Representative, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Representative may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked near any track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

G. CLEANUP. Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to Contractor's work, employees, equipment and materials caused by Railroad traffic.
- B. Any costs incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. **When Required:**

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagger or flaggers may be required until the project has been completed.

B. SCHEDULING AND NOTIFICATION.

1. Not later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site.
2. Initially, it may take up to 30 days to obtain flagging from the Railroad. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Such notices shall include sufficient details and dates of the proposed work to enable the Railroad Representative to determine if flagging will be required. When, flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped. Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Representative at least 7 working days of advance notice before resuming work on the Railroad corridor.
3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. PAYMENT.

1. The Cabinet will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.
2. For planning purposes, the estimated cost of flagging is \$1,200.00 per day based on Contractor's 8-hour workday which necessitates the flagger to work a 10-hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals, and lodging.
3. Work by a flagger in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at ½ times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Cabinet. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. VERIFICATION.

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Representative.

All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

R.J. Corman Railroad Company/Central Kentucky Lines
Attn: Deborah Hawley, Real Estate Director
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Agency and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Agency and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad, to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.
- B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. TRAIN CREW'S WALKWAYS:

Along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures

shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type footwear is prohibited. Hard-sole; Steel Toe lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerlines of the track without specific authorization from the flagger.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagger.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while a train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will, be allowed within 25' of the centerlines of any track without specific authorization of the flagger.
- H. Trucks, tractors, or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.
- I. No equipment or load movement will be within 25' or above a standing train or railroad equipment without specific authorization of the flagger.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Representative and flagger.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Representative.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.

- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

- A. 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 property damage per occurrence, and such policies shall name RJC as an additional insured.
- B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
- C. Commercial Automobile Liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.
- D. **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. The insurance shall satisfy the following additional requirements:
 - 1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - 2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - 3. The sole named insured on the Railroad Protective Insurance Policy should be:

**R. J. Corman Railroad Company/Central Kentucky Lines
P.O. Box 788
101 RJ Corman Drive
Nicholasville, KY 40340**
 - 4. Name and address of contractor and agency must be shown on the Declarations page.
 - 5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number.
 - 6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31— unless using form CG 00 35 version 96 and later.
 - 7. Authorized endorsements may include:
 - a. Broad Form Nuclear Exclusion - IL 00 21
 - b. 30-day Advance Notice of Non-renewal or cancellation
 - c. Required State Cancellation Endorsement
 - d. Quick Reference or Index - CL/IL 240
 - 8. Authorized endorsements may not include:
 - a. A Pollution Exclusion Endorsement except CG 28 31
 - b. A Punitive or Exemplary Damages Exclusion
 - c. A "Common Policy Conditions" Endorsement
 - d. Any endorsement that is not named in Section D, 6 or 7 above
 - e. Policies that contain any type of deductible
- E. Such additional or different insurance as RJC may require.

15. ADDITIONAL TERMS:

- A. Contractor must submit certificates of insurance and the original Railroad Protective Liability insurance policy and all notices and correspondence regarding the insurance policies to:

**R.J. Corman Railroad Company/Central Kentucky Lines
Attn: Deborah Hawley, Real Estate Director
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com**

- B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.
- C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

16. FAILURE TO COMPLY:

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Representative may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Representative and the Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra Cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

NOTICE

No activity is permitted without proper scheduling with railroad due to the risk of serious, even fatal, injury. Entering any railroad right of way or other railroad property without permission is considered trespassing.

Unless covered by separate agreement, no installation of pipes, wires, fiber optic cable or temporary crossings are permitted in the railroad right of way or on railroad property. Such installations require application, approval and written agreement. Please contact Deborah.Hawley@RJCorman.com.

*****Any work taking place within 50 ft of a Signal Warning System call Chris Clark (859-361-7824) Email: Michael.Clark@RJCorman.com***

Return to: Katherine.Byrd@ricorman.com

ENTRY PERMIT
RJCC _____

This agreement, made as of _____ by and between the R.J. Corman Railroad Company/Central Kentucky Lines, hereafter referred to as "Railroad" whose mailing address is P.O. Box 788, Nicholasville, Kentucky 40340, and, _____, hereafter referred to as "Company" whose mailing address is _____.

The Railroad agrees to allow Company to enter its property at or near Clark Station Road, Louisville, Jefferson County, Kentucky, Railroad Milepost 19.3 for the purpose of bridge replacement. Company has permission to enter the railroad property but is not to cross the track(s) with any equipment without first notifying the Railroad of its intent to do so. The Railroad may elect to have a representative present should any equipment need to cross the track. Should the Railroad incur any costs or suffer services interruption associated with Company's entry, all costs will be reimbursed by Company to Railroad within 30 days.

In consideration for this access, Company agrees to the following:

1. Payment of \$750.00 to be paid to R.J. Corman Railroad Company/Central Kentucky Lines and returned with this signed agreement.
2. To obtain all necessary permits and licenses from any Federal, State or local public authority at its sole cost and expense. Agrees to observe and comply with all applicable laws, regulations and codes governing work. Shall defend, protect and hold railroad harmless for failure to do so.
3. To assume, and shall at all times hereafter release, indemnify, defend and save harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the entry of Company and its employees, invitees, contractors and affiliates on Railroad property.
4. To provide certificate of **Railroad Protective Liability Insurance** with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) Combined Single Limit per occurrence and SIX MILLION DOLLARS (\$6,000,000) aggregate, if working within fifty (50) feet of the railroad tracks. Railroad must be named as insured on certificate.
5. To provide certificate of **General Liability Insurance** with a coverage limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit per occurrence. Railroad must be named as additional insured on certificate.
6. Company will be responsible for flagging costs of \$65.00 per hour with 1½ times the rate over 8 hours and 2 times the rate over 10 hours per day should flagging be needed. Flagging must be scheduled in advance with Railroad contact below.
7. Ditches and construction site must be left free of trash and debris. If you traverse our right of way to get to your job site, said right of way is to be left in the same condition as it was prior to entry.
8. Must be suitable dressed and wearing appropriate personal protective equipment such as, but not limited to, steel toed boots, hard hats, safety glasses and safety vest.

Witnessed by:

Company

By: _____

Title: _____

Witnessed by:

R.J. Corman Railroad Company/Central Kentucky Lines

By: _____

Deborah J. Hawley

Title: Director- Real Estate & Contracts

***The Railroad must always be notified of the date you plan to enter the property.
Failure to notify Railroad can result in STOP WORK.**

Railroad Contact Information: (Todd Abney 859-221-2725)

Entry Permit Expires: **At Completion of Project.**



Kentucky Transportation Cabinet
Division of Right of Way & Utilities

TC 69-008
Rev. 4-2020
Page 1 of 2

SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 9/19/2023 (enter using mm/dd/yyyy format)

This project actively involves the below listed railroad company. This Project Summary provides an abbreviated listing of project specific railroad data. The detailed needs of the specified railroad company are included in the Special Notes for Protection of Railroad Interest in the proposal package. By submitting a bid, the contractor attests that they have dutifully considered and accepted the provisions as defined in both documents.

GENERAL ROAD PROJECT INFORMATION (This section must be provided by KYTC)

County: Jefferson
Federal Number: N/A
State Number: FD04 121 94149 02U
Route: CR 1004 J
Project Description: Clark Station Road Bridge over S. Long Run; 056C00091N
Item Number: 5 - 10007.00 **Highway Milepost:**0.488-0.498

GENERAL RAIL INFORMATION (The below sections must be provided by Railroad Company)

Rail Company Name: RJ Corman Railroad Company/Central Kentucky Lines
DOT# (if applicable): # **Railroad Milepost:** W-19.29
Freight: Train Count (6am to 6pm): 4 **Train Count (6pm to 6am):** 0 **Train Count (24 hr total):** 4 **Max Speed:** 40mph
Passenger: Train Cnt. (6am to 6pm): 0 **Train Cnt. (6pm to 6am):** 0 **Train Cnt. (24 hr total):** 0 **Max Speed:** 0mph
(This information is necessary to acquire the necessary insurances when working with Railroad Right of Way)

INSURANCE REQUIREMENTS

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

- (a) Named Insured: RJ Corman Railroad Company/Central Kentucky Lines
 - (b) The project description should be as indicated in the General Road Project Information section.
 - (c) The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.
-

FLAGGING INFORMATION

Flagging Estimate:

Flagging will be paid to the RR by KYTC. Contractor shall adhere to the Special Note for Railroad Flagging, if applicable.

Hourly Rate:

\$1200 per Day based on a 8hour day effective as of the date of this document.

Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

Forecasted Rate Increases:

Rates will increase to \$ per based on a hour day effective (enter using M/d/yyyy format).

RAILROAD CONTACTS

(to be provided by Railroad Company)

General Railroad Contact:

Deborah Hawley, Contracts and Real Estate
Specialist
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The project specific information provided herein is valid as of the date indicated. However, the specific information may be subject to change due to the normal business operations of all parties. The terms and conditions defined here, and in the bid proposal in its entirety, are inclusive and constant.

SPECIAL NOTE FOR RAILROAD FLAGGING

Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction. All applicable portions of the Department's Standard Specifications apply unless specifically modified herein.

- 1. DESCRIPTION.** It is estimated this project will require 180 days of railroad flagging. Guidelines for determining when flagging protection will be needed are included in the Special Provisions for Protection of Railroad Interest. The Daily Rate for this project will be \$1,200.00
- 2. DEFINITION OF FLAGGING.** The particular Railroad(s) involved in this project will define when flagging is required (see Summary for KYTC Projects That Involve a Railroad and Special Provisions for Protection of Railroad Interest) and the number of flaggers needed. At least 2 weeks notice is required before flagging will be provided, but it could take up to 30 days. It will remain the Contractor's responsibility to schedule work including any down time (such as winter) so as to minimize the use of flagging services. The Department retains no responsibility for coordinating flagging services between the Railroad and the Contractor.
- 3. REDUCTION AND EXTENSION OF RAILROAD FLAGGING TIME.** Based upon the Kentucky Standard Specifications, any changes in contract time for this project will be by change order. If the nature of the work in the change order necessitates additional use of railroad flagging services, then that shall be identified in that change order and the number of calendar days for railroad flagging services shall be increased. By signing the change order, the contractor waives all rights to any future request to change the number of days of railroad flagging associated with the work in that change order. Since the number of days involves the cost to the Department and not the Contractor, the number of days of railroad flagging shall not be reduced.
- 4. MEASUREMENT.** The Department will keep track of calendar days that railroad flagging is performed. This will include any day that any railroad flagger charges a minimum of 5 hours of onsite flagging. Except that from April 1st thru November 30th this will not include days where the Contractor cannot perform at least 5 hours of the work that necessitates railroad flagging due to weather, seasonal, or temperature limitations of the Specifications, or other conditions beyond the control of the Contractor as judged by the Engineer. From Dec 1st thru March 30th any day that any railroad flagger charges a minimum of 5 hours of onsite flagging then a calendar day of railroad flagging will be counted; without regard to weather, seasonal or temperature limitations of the Specifications. The Engineer will furnish the Contractor bi-weekly statements showing the number of railroad flagging days charged for the period. The Contractor acknowledges acceptance of, and agreement with, all bi-weekly statements unless the Contractor submits a written protest containing supporting evidence for a change within 14 calendar days of receiving the bi-weekly statement.

If the number of calendar days of railroad flagging has exceeded 180 days, then the Contractor will be charged for each day that additional flagging is needed multiplied by the Daily Rate. This will be in addition to any liquidated damages or other reimbursements that the contract or the Kentucky Standard Specifications may require. This charge will continue, based upon actual flagging use, until Formal Acceptance.

If upon Formal Acceptance the total number of calendar days that railroad flagging is performed is less than 180 days no additional monies will be given to the Contractor.