



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

July 7, 2014

CALL NO. 113
CONTRACT ID NO. 141024
ADDENDUM # 1

Subject: Perry County, STP BRO 5271 (039)
Letting July 11, 2014

- (1) Revised - Railroad Notes - Pages 25-57 of 171
- (2) Revised - BMP Notes - Pages 88-101 of 171

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

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

Sincerely,

A handwritten signature in blue ink that reads "Diana Castle Radcliffe".

Diana Castle Radcliffe
Director
Division of Construction Procurement

DR:ks
Enclosures



An Equal Opportunity Employer M/F/D



SPECIAL NOTES FOR PROTECTION OF RAILROAD INTEREST

CSX TRANSPORTATION, INC.

I. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

- A. *The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad operations and property.*
- B. *The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.*

II. NOTICE OF STARTING WORK:

- A. *The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:*
 - 1. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, **at least ten (10) days in advance** of the date he proposes to begin work on Railroad rights of way. The notice must refer to Railroad Agreement with the State by the date of the Agreement. **If flagging service is required, such notice shall be submitted at least thirty (30) days in advance** of the date scheduled to commence work. The Railroad's Contact information is on the Summary Sheet.
 - 2. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply.
 - 3. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 - 4. Furnish a schedule for all work within the Railroad rights of way 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.*

III. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. *The Contractor shall so arrange and conduct his 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 rights of way of the Railroad Company. The Contractor shall store materials so as to prevent trespassers from causing damage to trains or Railroad property and shall not use Railroad property without written permission from the Railroad. Whenever work is to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer 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 (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.*
- B. *Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect train operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or his representative, such provisions are insufficient, the Railroad Engineer may require or provide such provisions, as he deems necessary at Contractor's cost and expense. In any event, such unusual provisions shall be at the Contractor's expense and without cost and/or time to the Railroad or the State.*

IV. 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 Railroad rights of way, 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 necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the State Engineer has received copies of notice to the Railroad and of the Railroad's response thereto, and has approved the contractor's methods.

V. CONSTRUCTION PROCEDURES

A. General:

1. Construction work on Railroad property shall be:
 - a) Subject to the inspection and approval of the Railroad.
 - b) In accord with the Railroad's written outline of specific conditions.
 - c) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment, which the Contractor shall obtain from the Railroad.
 - d) In accord with all Special Notes, Summaries, and Addendums.
2. The Railroad requires a submission of construction procedure that meets the requirements of these Special Notes and attachments. The Railroad's **submittal review period is thirty (30) days. Resubmissions will be reviewed within (30) days.**
3. All requirements of the *Construction Submission Criteria* shall be met. Requirements in addition to those in the *Construction Submission Criteria* are listed below in this document:

B. Excavation:

1. The sub grade of an operated track shall be **maintained with edge of berm at least 15'0" from centerline of track and not more than 24 inches below top of rail.** Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad Engineer may require installation of orange construction fencing for protection of the work area located on Railroad right of way.

C. Excavation of Structures:

1. 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 submitted, with the stamp of an Engineer in the State of Kentucky, and approved by

the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

2. Additionally, a walkway with handrail protection may be required as noted in Section XI herein.

D. Demolition, Erection, Hoisting

1. Railroad tracks and other railroad property must be protected from damage during the procedure. No crane or equipment may be set on the rails or track structure and no material may be dropped on Railroad property.
2. Loads shall not be supported while any trains are passing if that piece of equipment has the capacity to **foul a 50' envelope**.
3. The Railroad may require the Contractor to install filter fabric over the track and ballast to prevent any concrete dust or other construction debris from fouling the ballast. This will be determined during actual construction activities by the Railroad or its representatives. Fabric should extend at least 25 feet beyond the outside edges of the bridge. Fabric will remain in place until all construction activities are complete.
4. Temporary construction clearance: Ensure all falsework, bracing, or forms have a minimum vertical clearance of 23 feet above the top of the highest rail and a minimum horizontal clearance of 12 feet measured perpendicular to the centerline of the nearest track.

E. Blasting:

1. The Contractor shall obtain advance written approval of the Railroad Engineer and the Engineer for use of explosive 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) No blasting shall be done without the presence of an authorized representative of the Railroad. **At least 10 days advance notice** to the person designated in the Railroad's notice of authorization to proceed (see Section II.B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

2. The Railroad representative will:
 - a) Determine the approximate 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 his opinion, blasting is too hazardous or is not in accord with these Special Notes.

F. 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 his operations and provide and maintain any erosion control measures as required. The Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) berm or temporary ditches; (3) sediment basin; (4) aggregate checks; and (5) channel lining. The Contractor will promptly repair eroded areas with Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants at the Contractor's expense.
2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad Company without first having obtained permission from the Railroad Engineer, 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 Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the 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.

H. *Cleanup:*

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

VI. **DAMAGES:**

- A. *The Contractor shall assume all liability for any and all damages to his/her work, employees, equipment and materials caused by Railroad traffic.*
- B. *Any cost 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.*

VII. **FLAGGING SERVICES:**

A. *When Required:*

1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Department and the Railroad, 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 rights of way, 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. If any element (workers, equipment, tools, scaffolding, etc.) may exist or fall within 50 -feet of the edge of track, a flagman is necessary.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three-(3) flagmen 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 flagman or flagmen 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 Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
2. The Contractor will be required to give the Railroad representative **at least 10 working days of advance written notice** of intent to begin work within Railroad rights of way. If it is necessary for the Railroad to advertise a flagging job for bid, it **may take up to 30-days to obtain service**. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Railroad representative **at least 72 hours in advance** before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It **may take up to 30 days to obtain flagging initially** from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and may be unable to be called for on a spot basis. If flagging becomes unnecessary and is suspended, it **may take up to 30 days to again obtain flagging services** from the Railroad. Due to labor agreements, it is necessary to give **5 working days notice before flagging service may be discontinued** and responsibility for payment stopped.
3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.
4. When demobilizing, the Contractor shall contact the flagman to avoid unnecessary flagging charges. This communication shall be documented.

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. The estimated cost of flagging is listed on the Summary Sheet. The charge to the Cabinet by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman (M/W) in excess of 8 hours per day or 40 hours per week or on rest days, but not more than 16 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman (M/W) in excess of 16 hours per day will result in overtime pay at 2 times the appropriate rate. Flagman (M/W) working in excess of 16 hours must receive a minimum of 5 hours of rest between shifts or their next shift of work is paid at the overtime rate of 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

Work by a flagman (T&E) 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. After a 12 hour work day the flagman (T&E) must be provided with 12 hours of rest. Flagman (T&E) who work six days consecutive days must receive two days off.

Flagman's work day begins and ends at his reporting location.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. 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 and Project Engineer will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact the Railroad's Representative listed on the Project Summary Sheet. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to the Railroad's Representative listed on the Project Summary Sheet.
2. The Railroad flagman 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 he performs such services 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 flagman's diary showing daily time spent and activity at the project site.

VIII. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State 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 across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own 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 unless a license agreement or right of entry is granted and executed for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor. **The approval process for an agreement normally takes 90-days.***

IX. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. *All temporary or permanent changes in wire lines on the Railroad or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the State 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 for same to be accomplished at the Contractor's expense.*

X. 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 his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.*
- B. *Train schedules cannot be provided to the Contractor. It is the Contractor's responsibility to contact the Railroad in order to arrange "Track Time." This "Track Time" will be an agreed upon prearranged time period (duration) that the Railroad will, without undue burden, schedule no train traffic to facilitate the Contractor's work on or near Railroad right-of-way. This track time must be arranged during the submission review process.*
- C. *No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.*
- D. *The Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.*
- E. *The Railroad does not assume any responsibility for work performed by others in connection with the Project. No claims of the Contractor against the Railroad for any inconvenience, delay, or additional cost incurred by the Contractor on account of operations by others shall be filed.*

XI. TRAINMAN'S WALKWAYS:

- A. *Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than ~~12-10~~ feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with 12'-0" **minimum clearance from centerline of track**, shall be placed.*

XII. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:

- A. *All persons shall wear hard hats and reflective vest. 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 boots is prohibited. High top (6-inch or more) safety-toe shoes with laces, oil-resistant soles, and a distinct separation between heel and sole are required.*
- B. *No one is allowed within 25' of the centerline of the track without specific authorization from the flagman.*
- 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 flagman.*
- E. *All work 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.*

XIII. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS 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 Railroad Engineer.*
- 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 train is passing.*
- F. *No loads will be suspended above a moving train.*
- G. *No equipment will be allowed within 50' of centerline of track without specific authorization of the flagman.*
- H. *Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.*
- I. *No equipment or load movement within 50' or above a standing train or other equipment without specific authorization of the flagman.*
- J. *All operating equipment within 50' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman 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 railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.*
- M. *No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.*
- N. *All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.*
- O. *All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.*

XIV. INSURANCE:

- A. *In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:*
 - 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 the Railroad as an additional insured.*
 - 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 the Railroad and its affiliates.*

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 the Railroad as an additional insured.
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. The Railroad must be the named insured on the Railroad Protective Insurance Policy
 - c. Name and Address of the Contractor must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - 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 Notices 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). And 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. Such additional or different insurance as the Railroad may require.

B. Additional Terms:

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance, and all notices and correspondence regarding the insurance policy to the contact listed on the Project Summary Sheet.
2. The Contractor may not begin work on the Project until it has received the Railroad's written approval or the required insurance.

C. Insurance policies shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments.

D. Evidence of insurance as required above shall be furnished to the address shown on the attached Summary Sheet for review by the Department and transmittal to the Railroad.

E. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

F. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on thirty (30) days written notice to the Department and Railroad Insurance Contacts as listed on the Project Summary Sheet.

XV. FAILURE TO COMPLY:

A. These Special Notes are supplemental and amendatory to the current version of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction and amendments thereof, and where in conflict therewith, these Special Notes shall govern.

B. In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:

1. The Railroad Engineer may require that the Contractor vacate Railroad property.
2. The Engineer may withhold any and all monies due the Contractor on pay estimates.

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

XVI. PAYMENT FOR COST OF COMPLIANCE:

- A. *No separate payment will be made for any extra cost incurred on account of compliance with these Special Notes. All such cost shall be included in prices bid for other items of the work as specified in the payment items.*

Kentucky Transportation Cabinet
Division of Right of Way & Utilities

TC 69-008
08/2010
Page 1 of 2

SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 5/13/2014 (enter using M/d/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: Perry
Federal Number: BRO 5271 (036)
State Number: FD52 097 83047 01U
Route: KY 80
Project Description: Hazard-Hyden Rd. (KY 80) over North Fork KY River and CSX RR
Item Number: 10-1082.00 Highway Milepost: 7.00-8.00

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

Rail Company Name: CSX Transportation, Inc.
AAR-DOT# (if applicable): 346 106D Railroad Milepost: OVB-239.91
Train Count (6am to 6pm): 3 Train Count (6pm to 6am): 0 Train Count (24 hr total): 3
Maximum Train Speed: 25 mph

(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: CSX Transportation, Inc.
- (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:

KYTC will be responsible for paying all flagging costs.

Hourly Rate:

\$885.00 per day based on a 12 hour 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 1/2 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 1/2 times the normal rate.

Forecasted Rate Increases:

Rates will increase to \$0.00 per hour based on a 0 hour day effective _____ (enter using M/d/yyyy format).

RAILROAD CONTACTS

(to be provided by Railroad Company)

General Railroad Contact:

Amanda J. DeCesare
CSX Transportation, Inc.
Public Projects Group
1717 Dixie Highway, Suite 400
Fort Wright, Kentucky 41011
(Phone) 859-426-6924
(Email) amanda_decesare@csx.com

Regional Representative (Roadmaster):

Chris Amburgey
Roadmaster at Ravenna, KY
CSX Transportation, Inc.

(Phone) 606-304-0992
(Email) _____

Insurance contact:

CSX Corporation
Insurance Department

(Phone) _____
(Email) insurancedocuments@csx.com

Railroad Designer Contact:

Contractor or In-House Employee? Consultant

Larry J. Shaw, P.E.
URS Corporation
One Indiana Square
Suite 2100
Indianapolis, Indiana 46204
(Phone) 317-532-5481
(Email) larry.shaw@urs.com

Railroad Construction Contact:

Contractor or In-House Employee? Consultant

Wayne Bolen, P.E.
URS Corporation
525 Vine Street
Suite 1800
Cincinnati, Ohio 45202
(Phone) 513-419-3488
(Email) wayne.bolen@urs.com

KENTUCKY TRANSPORTATION CABINET CONTACTS

(to be provided by KYTC)

KYTC Railroad Coordinator:

Allen Rust, PE
Div. of Right of Way & Utilities
Kentucky Transportation Cabinet
200 Mero Street, 5th Floor East
Frankfort, Kentucky 40622
(Phone) 502-782-4950
(Email) allen.rust@ky.gov

KYTC Construction Procurement Director:

Diana Radcliffe, Director
Div. of Construction Procurement
Kentucky Transportation Cabinet
200 Mero Street, 3rd Floor West
Frankfort, Kentucky 40622
(Phone) 502-564-3500
(Email) Diana.radcliffe@ky.gov

KYTC Construction Director:

Ryan Griffith, Director
Div. of Construction
Kentucky Transportation Cabinet
200 Mero Street, 3rd Floor West
Frankfort, Kentucky 40622
(Phone) 502-564-4780
(Email) ryan.griffith@ky.gov



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.

CSX TRANSPORTATION

CONSTRUCTION SUBMISSION CRITERIA

TABLE OF CONTENTS

	Page Number
INTRODUCTION	1
SECTION I: Definitions	1
SECTION II: Demolition Procedure	2
SECTION III: Erection Procedure	5
SECTION IV: Excavation and Shoring	7
SECTION V: Track Monitoring	10

CONSTRUCTION SUBMISSION CRITERIA

INTRODUCTION

The information in this document is intended to improve communication and clarify the CSXT criteria related to construction submissions that may involve CSXT property. All work must be performed in a manner as to not adversely impact existing CSXT operations. Please note that there are other standards associated with construction that must be adhered to including but not limited to the CSXT Special Provisions, CSXT Insurance Requirements as well as governing local, county, state and federal requirements. This document and other CSXT standards are subject to change without notice, and future revisions will be available at the CSXT website www.csx.com.

I. DEFINITIONS

Agency – The project sponsor.

AREMA – American Railway Engineering and Maintenance Association – the North American railroad industry standards group.

Construction Submission – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.

Controlled Demolition – Removal of the existing structure or subcomponents in a manner that prevents any portions from falling onto CSXT employees, equipment or property. The proposed procedures shall be detailed in the means and methods submission for CSXT review and acceptance.

Contractor – The Agency's or CSXT's representative retained to perform the project work.

Engineer – CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.

GEC – General Engineering Consultant who has been authorized to act on the behalf of CSXT.

Professional Engineer – An engineer who is licensed in State or Commonwealth (if required by the Agency) in which the project is to occur. The drawings and calculations shall be prepared by the Professional Engineer and shall bear his seal and signature.

Submission Review Period - **a minimum of 30 days in advance of start of work.** Up to 30 days will be required for the initial review response. Up to an additional 30 days may be required to review any/all subsequent submissions or resubmission.

CONSTRUCTION SUBMISSION CRITERIA

Theoretical Railroad Live Load Influence Zone – A 1½ Horizontal to 1 Vertical theoretical slope line starting 1’-6” below top of rail elevation and 12’-0” from the centerline of the nearest track.

II. DEMOLITION PROCEDURE:

The Agency or its contractor shall submit as defined above, a detailed procedure for demolition of the structure over Railroad Tracks.

- A. The Agency or its Contractor shall submit the detailed procedure for demolition of existing structures over or adjacent to CSXT’s tracks or right-of-way. This procedure shall include a plan showing the locations of cranes, horizontally and vertically, operating radii, with loading or disposal locations shown, with all dimensions referenced from the center line of the near track, including beam placement on ground or truck loading staging plan. The plan shall also include the location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions should be shown. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.
- B. Also included with this submittal the following information:
1. Computations showing weight of picks must be submitted. Computations shall be made from field verified plans of the existing structure beams being removed and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
 2. If the sponsor can prove to CSXT that plans do not exist and weights must be calculated from field measurements, the field measurements are to be made under the supervision of the Professional Engineer submitting the procedure and shall include sketches and estimated weight calculations with the procedure. If possible, field measurements shall be taken with a CSXT representative present.
 3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that may have

CONSTRUCTION SUBMISSION CRITERIA

been “built in” to the crane charts are not to be considered when determining the 150% Factor of Safety.

4. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 150% above the calculated weight of the pick.
5. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
6. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
7. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor’s means and methods submission.
8. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track where a temporary bent is located within twelve (12) feet from the centerline of that track. The guardrail will be installed by CSXT forces at the expense of the Agency or its contractor.
9. Existing, obsolete, bridge piers shall be removed to a minimum of 3’-0” below the finished grade, final ditch line invert, or as directed by the Engineer.
10. A minimum quantity of 25 Tons of CSXT approved track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.

CONSTRUCTION SUBMISSION CRITERIA

11. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.
NOTE: On-track or ground level debris shields such as crane mats are prohibited for use by CSXT.
- C. Overhead Demolition Debris Shield - Shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure.
1. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris.
 2. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Controlled Demolition procedure submission.
 3. The demolition debris shield shall provide 23'-0" minimum vertical clearance or maintain the existing vertical clearance if the existing clearance is less than 23'-0" as approved by CSXT. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
 4. The vertical clearance ATR (above top of rail) is measured from the top of rail to the lowest point on the overhead shielding system measured within a distance of 6'-0" out from each side of the track centerline.
 5. The demolition debris shield design and supporting calculations all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
 6. The demolition debris shield shall have a **minimum** design load of 50 pounds per square foot **plus** the weight of the equipment, debris, personnel, and other loads to be carried.
 7. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
 8. The contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.
- D. Vertical Demolition Debris Shield – This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.

CONSTRUCTION SUBMISSION CRITERIA

1. Prior to commencing the demolition activity, the Contractor shall install a ballast protection system consisting of geotextile to keep the railroad ballast from becoming fouled with construction or demolition debris and fines. The geotextile ballast protection system shall be installed and maintained by the Contractor for the project duration in accordance with the attached plan, or with additional measures as directed by the Engineer.
 2. The Agency, or its Contractor, shall submit detailed plans, with detailed calculations, prepared and submitted by a Professional Engineer of the protection shield and ballast protection systems for approval prior to the start of demolition.
 3. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way.
- E. The Controlled Demolition procedure must be approved by the **Engineer** prior to undertaking work on the project.
- F. The Contractor shall provide timely communication to the Engineer when scheduling the demolition related work so that the Engineer may be present during the entire demolition procedure.
- G. At any time during demolition activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances which may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. ERECTION PROCEDURE:

The Agency or its Contractor shall submit a detailed procedure for performing erection on/about CSXT property, as defined above.

- A. The Agency or its Contractor shall submit six (6) copies of the detailed procedure for erection of the proposed structures over or adjacent to CSXT's tracks or right-of-way. This procedure shall include a plan showing the locations of cranes, horizontally and vertically, operating radii, with staging locations shown, including beam placement on ground or truck unloading staging plan. Plan should also include the location of all tracks, other railroad facilities; wires, poles, adjacent structures, or

CONSTRUCTION SUBMISSION CRITERIA

buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions should be shown. No crane or equipment may be set on the CSXT rails or track structure.

- B. Also included with this submittal the following information:
1. As-Built Bridge Seat Elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Engineer for review and verification at least 30 days in advance of construction or erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 2. Computations showing weight of picks must be submitted. Computations shall be made from plans of the structure beams being erected and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
 3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that may have been "built in" to the crane charts are not to be considered when determining the 150% Factor of Safety.
 4. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 150% above the calculated weight of the pick.
 5. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or rehitcing of the crane or cranes.
 6. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical sub tasks (i.e., performing aerial splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.

CONSTRUCTION SUBMISSION CRITERIA

7. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
 8. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track where a temporary bent is located within twelve (12) feet from the centerline of that track.
- C. The proposed Erection procedure must be approved by the Engineer prior to undertaking work on the project.
 - D. The Contractor shall provide timely communication to the Engineer when scheduling the erection related work so that the Engineer may be present during the entire erection procedure.
 - E. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances which may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

IV. EXCAVATION AND SHORING:

The Agency or its contractor shall submit as defined above, a detailed procedure for the installing sheeting/shoring adjacent to Railroad Tracks.

- A. Shoring protection shall be provided when excavating adjacent to an active track or railroad facility or as determined by CSXT. Shoring will be provided in accordance with AREMA *Manual for Railway Engineering* Chapter 8, part 28; except as noted below.
- B. Shoring may not be required if all of the following conditions are satisfied:
 1. Excavation does not encroach upon a 1½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the track (live load influence zone).
 2. Track is on level ground or in a cut section and on stable soil.

CONSTRUCTION SUBMISSION CRITERIA

3. Excavation does not adversely impact the stability of a CSXT facility (i.e. signal bungalow, drainage facility, undergrade bridge, building, etc.).
 4. Shoring is not required by any governing construction code.
- C. When the track is on an embankment, excavating the toe of the embankment without shoring may affect the stability of the embankment. Therefore, excavation of the embankment toe without shoring will not be permitted.
- D. Trench Boxes are prohibited for use on CSXT within the Theoretical Railroad Live Load Influence Zone.
- E. The required protection is the cofferdam type that completely encloses the excavation. Where dictated by conditions, partial cofferdams with open sides away from the track may be used. Cofferdams shall be constructed using steel sheet piling, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be provided and designed as needed. The following shall be considered when designing cofferdams:
1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 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.
 2. Allowable stresses in materials shall be in accordance with *AREMA Manual for Railway Engineering*, Chapter 7, 8, and 15.
 3. A construction procedure for temporary shoring shall be shown on the drawing.
 4. All shoring systems on or adjacent to CSXT right-of-way shall be equipped with railings or other approved fall protection.
 5. A minimum horizontal clearance of 10'-0" from centerline of the track to face of nearest point of shoring shall be maintained provided a 12'-0" roadbed is maintained with a temporary walkway and handrail system.

CONSTRUCTION SUBMISSION CRITERIA

F. The contractor shall submit the following drawings and calculations (all shall be signed/sealed by a Professional Engineer) for CSXT's review and approval.

1. Six (6) sets of detailed drawings of the shoring systems showing sizes of all structural members, details of connections, and distances from centerline of track to face of shoring. Drawing shall show a section showing height of shoring and track elevation in relation to bottom of excavation.
2. Six (6) sets of calculations of the shoring design.

The drawings and calculations shall be prepared by a Licensed Professional Engineer in the State (if required by the Agency) where the shoring is to be constructed and shall bear his seal and signature. Shoring plans shall be approved by CSXT's construction engineering and inspection representative.

3. For sheeting and shoring within 18'-0" of the centerline of the track, the live load influence zone, and in slopes, the contractor shall use interlocked steel sheeting (sheet pile).
4. Sheet pile installed in slopes or within 18'-0" of the centerline of track shall not be removed.
5. Sheet piles shall be cut off a minimum of 3'-0" below the finished grade, ditch line invert, or as directed by the **Engineer**. The ground shall be backfilled and compacted immediately after sheet pile is cut off.
6. A procedure for cutting off the sheet pile and restoring the embankment shall be submitted to the Engineer for review and acceptance.

G. Blasting is not permitted on or adjacent to CSXT right-of-way without prior written approval from the **Engineer**. Mechanical and Chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must comply with all of the following:

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.

CONSTRUCTION SUBMISSION CRITERIA

2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer as required by the CSXT Special Provisions is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.
5. The Agency or Contractor may not store explosives on CSXT property.
6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances which may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

V. TRACK MONITORING

The Agency or its Contractor shall submit for CSXT review and approval, a detailed track monitoring program to detect both horizontal and vertical movement of the CSXT track and roadbed, a minimum of 30 days in advance of start of work.

- A. For the installation of temporary or permanent shoring systems, including but not limited to soldier piles and lagging, and interlocked steel sheeting on or adjacent to CSXT's right-of-way, the contractor may be required to

CONSTRUCTION SUBMISSION CRITERIA

submit a detailed track monitoring program for CSXT's approval prior to performing any work near CSXT's right-of-way.

- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
- C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
- D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

Hazard, Perry County, KY
KYTC Project No. FD52 097 83047 01U
CSXT Milepost: 0VB-239.91
CSXT OP No.: KY0241

EXHIBIT D

CONTRACTOR'S ACCEPTANCE

To and for the benefit of the *Company*, ("*Company*") and to induce the *Company* to permit Contractor on or about *Company's* property for the purposes of performing work in accordance with the Agreement dated _____, 20__, between the Commonwealth of Kentucky Transportation Cabinet, Department of Highways and the *Company*, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, particularly Exhibits B and C as included herein.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Special Note for Temporary Railroad Crossing

Application for Crossing

The Contractor shall procure the temporary railroad crossing, as shown on Sheet R8 of the plans. The crossing has been negotiated with CSXT. The awarded Contractor shall contact Allen Rust, KYTC Rail Coordinator, (502)782-4950, Allen.Rust@ky.gov to complete the following form and then submit it to Ms. Angela Cochran, Crossing Management Specialist, CSX Transportation, 6737 Southpoint Drive South J-180, Jacksonville, Florida 32216; Office # (904) 279-3960; email: Angela.Cochran@csx.com. A copy should also be sent to Allen Rust, Rail Coordinator, Division of Right of Way and Utilities, 5th Floor, 200 Mero Street, Frankfort, Kentucky 40622.

The Contractor will be responsible for the \$2,500 License Fee but the \$1,250 Application Fee will be waived. There will be no Annualized Replacement Cost. The costs associated with constructing and removing the temporary crossing are to be paid by the Cabinet.

Flagging and Safety Devices

CSXT may require flagging protection at the crossing to ensure safety. This is to be coordinated with CSXT Property Management at the time of application for the crossing. When a flagger is already present on the site for construction activities, he or she may also guard the RR crossing. A second flagger may be required. These flagging costs would be paid by the Cabinet.



FORM NO. CSXT-7459A
REV.03/01/12

PRIVATE ROAD CROSSING POLICY STATEMENT

It is the policy of CSX Transportation, Inc.(CSXT), to enhance public safety and the safety of its operations. As such, CSXT will refuse to allow any **new** private road crossings of rail lines unless the party requesting the crossing is able to definitely demonstrate that such crossing is either required by law, deed, or charter, is needed by a CSXT customer, or is needed for access to “landlocked” property. For **existing crossings**, if a party demonstrates that a particular property is landlocked, CSXT may allow the Private Road Crossing Agreement providing CSXT with, among other things, indemnification, insurance, maintenance, and termination protections. Where reasonable alternative access to private property is available, however, a Private Road Crossing Agreement will not be offered or granted.

REQUIRED AGREEMENT FEES

Application Fee:

A one-time non-refundable application fee of \$1,250.00 will be required to process your application.

Annual License Fee:

An annual license fee will be required for all Private Road Crossings.

Annualized Replacement Cost:

Annualized replacement costs, based upon 1/10th of the estimated cost of the crossing installation will be charged to the applicant. This charge is subject to yearly adjustment based on annual increase to Consumers Price Index. Fees are payable in advance, the first payment being made at the time the agreement is executed.

OTHER REQUIREMENTS

If a crossing agreement is granted, applicant must maintain approaches, drainage, and adequate sight clearance. The Applicant will be required to carry liability insurance coverage during the life of this agreement. This insurance automatically will cover liability, which the Applicant assumes under the agreement. All agreements will contain a future crossing signalization clause, requiring automatic traffic control devices at the entire expense of the Applicant, including maintenance, if the need develops or if required by a government agency or by CSXT.



FORM NO. CSXT-7459A
REV.03/01/12

APPLICATION FOR PRIVATE ROAD CROSSING AGREEMENT

1. Complete legal name of Applicant (exactly as it should appear on the Agreement)

Applicant: _____

Individual: Municipality or Government Agency:

Corporation: State of Incorporation: _____

Partnership: Type: _____ State of Partnership: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: () _____ Fax Number: () _____

2. Location of crossing is approx. 220 feet (Circle) North South East West from
Milepost 0VB-239.91. Location Hazard County Perry
State Kentucky

3. State reason for crossing: (**including frequency of use) Temporary construction crossing to access piers located between the tracks and the North Fork Kentucky River. This is part of project OP# KY0241 which is coordinated between KYTC and CSX Public Projects. It is estimated that the crossing will be used for approximately 150 working days.

4. Is other access available? (Circle) Yes No If property recently purchased, why was access not obtained from Seller?

5. Number of tracks crossed: 2 Width of crossing: 16 feet

I understand that by making an application, if approved, I will be sent a proposed agreement for my review and execution. This agreement may include an Annual License Fee and an Annualized Replacement Cost of the crossing, Insurance, and will outline the division of responsibilities and liabilities between both parties.

Applicant's Signature: _____ Date: _____

Please Type or Print Name: _____ Title: _____

Railroad Use Only			
Train speed _____	Milepost _____	DOT/AAR Inventory Number Assigned _____	
Division _____	Subdivision _____	Crossing Width _____	

KENTUCKY TRANSPORTATION CABINET (1)

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

[KY 80 BRIDGE REPLACEMENT](1)

Project: 10-1082.00

Project information

Note – (1) = Design (2) = Construction (3) = Contractor

Owner – KENTUCKY TRANSPORTATION CABINET, District 10 (1)

Resident Engineer: (2)

Contractor name: (2)

Address: (2)

Phone number: (2)

Contact: (2)

Contractors agent responsible for compliance with the KPDES permit requirements (3):

Project Control Number (2)

Route (Address) KY 80 Hazard, KY

Latitude/Longitude (project mid-point) 37/15/59 N, 83/13/01 W

County (project mid-point) Perry County

Project start date (date work will begin): (2)

Projected completion date: (2)

A. Site description:

1. Nature of Construction Activity (from letting project description) **CONSTRUCT KY 80 BRIDGE REPLACEMENT (1)**
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved **23,388 CY(1)**
4. Estimate of total project area (acres) **6.3 (1)**
5. Estimate of area to be disturbed (acres) **6.3 (1)**
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition: **Some of the soil horizons and slopes on the project are subject to erosion. Necessary procedures in accordance with Sections 212 and 213 of the current Standard Specifications shall be followed in construction.** (1) & (2)
8. No information describing existing discharge water quality is available(1) & (2)
9. Receiving water name: **North Fork Kentucky River(1)**
10. TMDLs and Pollutants of Concern in Receiving Waters: **NO TMDLS INVOLVED ON THIS PROJECT(1)**
11. Site map - Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris.
(3)

B. Sediment and Erosion Control Measures:

- 1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.**

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.**

- 3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:**

- Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
- At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor

will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

- Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : PROJECT DOES NOT INCLUDE STORM WATER BMPS OR FLOW CONTROLS(1)

C. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.

2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there are any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

➤ **Good Housekeeping:**

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

➤ **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.

- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

F. Inspections

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.

- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.
- Water from cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be may be conducted as part of this construction project:

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants, ..., at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- a) General information about this project is covered in the Project information;
- b) Activities that require a groundwater protection plan have been identified above;
- c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;

- e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- g) Certification (see signature page.)

Contractor and Resident Engineer Plan certification

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____, _____

Typed or printed name²

signature

(3) Signed _____ title _____, _____

Typed or printed name¹

signature

1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601 Reference the Project Control Number (PCN) and KPDES number when one has been issued.

Sub-Contractor Certification

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor

Name:

Address:

Address:

Phone:

The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed _____title_____, _____

Typed or printed name¹

signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.