



Temporary Grade Crossings:

If the contractor desires access across railroad's right-of-way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the railroad may permit such contractor access across said right-of-way and tracks at such location as shall be mutually agreed upon by CSXT and contractor, provided contractor first executes a license agreement satisfactory to the railroad and agrees to bear all costs and liabilities related to such access, including reimburse the railroad for the flagmen expenses, cost of providing and removing any temporary grade crossing, and other costs which CSXT deems necessary for protection of its property and operations. Contractor shall at no time cross the railroad's right-of-way or tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established pursuant to this subsection.

Watchmen:

The railroad shall have the right to assign a watchman to the site of the project to perform inspection services for protection of its railroad operations, whenever, in the opinion of CSXT, such inspection may be necessary to prevent interference with railroad operations, such as but not necessarily limited to obstruction of track clearances and roadbed drainage, foreign substances on or adjacent to the rails and disturbance of surface and alignment of track, but such inspection shall not relieve the contractor from liability. The cost incurred by the railroad for furnishing a watchman to perform such inspection services will be reimbursed by the City of Brentwood.

Flagging Services:

Any flagging service required, when in the opinion of CSXT that such service is necessary for the safety of its operations because of work being performed by the contractor or in connection therewith, will be provided by the railroad. The requirements of the railroad are as follows:

The services of two flagmen whenever the contractor's men or equipment are, or are liable to be, working within the specified track clearances, or over the tracks, or when work has disturbed the surface and alignment of any operated track to such extent that movement of trains should be controlled by flagging.

**The City of Brentwood or contractor shall give a minimum of twenty-one (21) days advance notice to CSXT for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this flagging service, and CSXT shall not be liable for the cost of delays attributed to obtaining this flagging service.**

The City of Brentwood will reimburse the Railroad directly for all costs incurred for flagging services by railroad personnel. The Railroad's estimate supporting the force account agreement includes: 200 flagging days for this project, and the City of Brentwood has allotted 100 flagging days to the Contractor for this project. In the event that flagging services are required in excess of the allotted days, the City of Brentwood will reimburse the Railroad for the additional cost of flagging services and such costs deducted from monies due the Contractor. No adjustments will be made to costs of flagging services that are required in excess of the allotted days. These additional flagging costs assessed against the Contractor will be made under the following item:

105-03	Railroad Flagging	Dollars
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The payment of flagging services will be based on invoices received from the Railroad. The Engineer shall sign the invoice in order to verify the flagging service performed by the Railroad.

Estimated flagging rate for this contract is **\$353.81** per day per flagman based on an eight hour work day.

Overtime rate over eight hours = 1.5 x regular hourly rate and over 16 hours = 2.0 x regular hourly rate.

Holiday rate = 1.5 x regular hourly rate up to 16 hours and = 2.0 x regular hourly rate over 16 hours.

In addition to the above rate there will be an additive of **148.72%** of direct labor for vacation, holiday, sickness, pension, administration, etc. and **\$120.00** per day, per flagman, for travel, meals, lodging, equipment and others.

Minimum hours per call out is eight (8) hours and notification to start or to terminate flagman must be given at least five (5) days in advance or else contractor might be billed for flagman whether he is working or not working.

The Contractor and City of Brentwood will review and sign the Railroad flagman's time sheet attesting that the flagman was present during the time recorded. Flagmen 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 right-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 CSX Transportation, Inc. **Flag Request Contact. (See sheet number 7 for name and address of Railroad's Engineering Consultant Designate)**. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the State Project Supervisor. All written correspondence should be addressed to CSX Transportation, Inc. **Project Manager II and Railroad's Engineering Consultant Designate contacts (See sheet number 7 for name and address)**.

The Railroad flagman assigned to the project will be responsible for notifying the City Project Supervisor 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 City Project Supervisor will document such notification in the project records. When requested, the City Project Supervisor will also sign the flagman's diary showing daily time spent and activity at the project site.

Upon completion of all work within the Railroad right-of-way, the City Project Supervisor shall notify the Railroad for final inspection of this work. The City of Brentwood shall give the Railroad **120** calendar days from the date of the on-site final inspection, in which the work is accepted by the City of Brentwood and the Railroad, to submit all invoices for which flagging services are to be reimbursed. City of Brentwood will not be liable for any payment of flagging charges received after **120** calendar days.

Use of Explosives:

Explosives, of applicable to this project, or other means of non-mechanical demolition shall not be used on, over, near or adjacent to any track or other railroad property on this project, except as specifically approved by the Railroad's Consultant Engineering Designate.

**The City of Brentwood or Contractor shall not store any explosives on CSXT property.**

Storage of Materials:

The contractor shall not store or pile materials or equipment on the right-of-way of the railroad without having first obtained permission from CSXT, and in no case shall they be stored closer than 15' 0" from the centerline on any railroad track measured at right angles thereto. Such permission will be with the understanding that the railroad will not be liable for any damage to such materials or equipment from any cause and that CSXT may move, or require the contractor to move, at the contractor's expense, such materials and equipment. **The contractor shall store materials so as to prevent trespassers from causing damage to trains or CSXT property.**

Cleaning Up:

The contractor will be required upon completion of the work, to remove from within the limits of the railroad's right-of-way, all machinery equipment, surplus materials, falsework, rubbish, debris, or temporary buildings of said contractor, and to leave the right-of-way in a neat condition, satisfactory to CSXT. The contractor will be required to

provide the project engineer with a letter of release from CSXT before final acceptance of the project by the City of Brentwood.

Notice of Starting Work:

The contractor shall notify the CSXT Engineer and his Engineering Consultant Designate of the railroad in writing at least 10 days in advance, when he expects to start work on railroad's right-of-way and **thirty (30)** days in advance of flagging services.

Cooperation and Delays:

The contractor shall cooperate with others participating in the construction project, to the end that all work may be carried on to the best advantage. No charge or claim of the contractor against either the City of Brentwood or the railroad will be allowed for hindrance or delay on account of railroad traffic or any work done by the railroad or others, incident to or necessary for safe operation or maintenance of railroad traffic, facilities, and property, or completion of the project, but due consideration of any such delay will be taken into account in counting the working days to be charged against the project.

During construction of the footings of piers or other supports or structures adjacent to any track of the railroad, the contractor shall make adequate provisions against sliding, shifting, sinking, or in any way disturbing the railroad embankment and track operations, by driving temporary sheeting, and/or providing temporary shoring in a manner satisfactory to the City of Brentwood Project Supervisor, the railroad Principal Engineer and his Engineering Consultant Designate (**See sheet number 7 for name and address**) and the railroad Staff Engineer.

Before commencing work on any pier or structure adjacent to any track, the contractor shall submit prints of the proposed shoring and bracing details, if applicable, for the protection of the railroad company's track to the City Project Supervisor, and the Railroad Project Manager II and his Engineering Consultant Designate (**See sheet number 7 for name and address**) for their approval. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, soil descriptions, and other pertinent information.

After approval by the City Project Supervisor, four prints of the proposed shoring and bracing details bearing the seal of a registered structural or professional engineer, together with supporting documents, shall be forwarded to the railroad Principal Engineer and his Engineering Consultant Designate (**See sheet number 7 for title and address**) or his **engineering designate** for review and approval.

The contractor shall notify the railroad Staff Engineer and Principal Engineer (in writing) not less than one (1) week in advance of the proposed time of the beginning of the construction of the piers, supports or structures adjacent to the track.

Insurance:

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 and minimum amounts:

- (1.) Commercial General Liability insurance coverage with limits of not less than **\$5,000,000.00** in combined single limits for bodily injury and or property damage per occurrence. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be indorsed to name Railroad specified in item 2.C. below as an additional insured, and shall include a severability of interest provision, and shall be addressed to **CSXT Risk Management contact (See sheet number 7 for address)**.

- (2.) Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000.00**, which insurance must contain a waiver of subrogation against CSX Transportation, Inc. and its affiliates.
- (3.) Commercial automobile liability insurance with limits of not less than **\$500,000.00** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX Transportation, Inc. as an additional named insured.

**Railroad's Protective Public Liability and Property Damage Liability Insurance:**

- (4.) The contractor will be required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with operations to be performed on or adjacent to CSX Transportation's right-of-way, and an original copy of the Policy must be sent directly to the Railroad at the address listed below.. Questions concerning CSX Transportation Insurance requirements shall be addressed to **CSXT Risk Management contact (See sheet number 7 for address)**. These are CSXT specifications for proper evidence of insurance:

- A. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
- B. The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

- C. Named Insured Railroad and Address:

CSX Transportation, Inc.  
Risk Management (C-907)  
500 Water Street  
Jacksonville, FL 32202

Overnight/Express mail should be sent to:

Mr. Jonathan MacArthur  
Manager - Insurance  
500 Water Street – C907  
Jacksonville, FL 32202

- D. Limits of Liability:.

**\$5,000,000.00 per occurrence combined single limit for bodily injury and property damage, subject to a \$10,000,000 annual aggregate limit is required because hazardous materials trains are in the area of construction.**

- E. **CSX Transportation must be named as the named insured on the Railroad Protective Policy.**

- F. Name and address of the contractor and City of Brentwood must be shown on the Declarations page.

- G. Name and address of the Project Sponsor, being the City of Brentwood must be shown on the Declarations page.

- H. Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.

- I. Authorized Endorsements:

1. Must Include:

- a) Pollution Exclusion Amendment – CG 28 31  
(Not necessary with Form CG 00 35 version 96 and later)
- b) Delete Common Policy Conditions – CL/CG 99 01  
If policy jacket does not include Common Policy Conditions this endorsement is not necessary.

2. Acceptable:

- 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

3. Unacceptable:

- a) Any Pollution Exclusion Endorsement except CG 28 31
- b) Any Punitive or Exemplary Damages Exclusion
- c) Any “Common Policy Conditions” Endorsement
- d) Any endorsement that is not named in H (1) or H (2) above.
- e) Policies that contain any type of deductible.

J. Additional Terms:

1. The Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding insurance policies directly to the **CSX Risk Management Contact (See sheet Number 7 for address)**, and one courtesy copy to the City of Brentwood Construction Manager (**See Sheet Number 7 for name and address**).
2. Neither City of Brentwood nor the Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance policies.

GENERAL

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 right-of-way of the railroad, as evidenced by the formal acceptance by the City of Brentwood.

Insuring companies may not cancel insurance except by permission of the City of Brentwood and railroad insured, or on thirty (30) days written notice to the City of Brentwood and the railroad.

**RAILROAD CONTACTS NAME AND ADDRESS**

**Project Manager II -  
Public Projects**

CSX Transportation, Inc.  
SC/J-301  
500 Water Street  
Jacksonville, FL 32202  
Phone (904) 359-1177  
Fax: (904)366-4042  
**shelby\_stevenson@csx.com**

**Director, Project Management  
Public Projects**

CSX Transportation, Inc.  
SC/J-301  
500 Water Street  
Jacksonville, FL 32202  
Phone: (904) 359-7601  
Fax: (904)245-3024  
**tony\_bellamy@csx.com**

**Insurance  
Risk Management**

Manager - Insurance  
CSX Transportation, Inc.  
500 Water Street, C907  
Jacksonville, FL 32202  
Phone: (904) 359-3394  
Fax: (904) 245-2833  
**jonathan\_macarthur@csx.com**

**Flagging Request**

**Division Engineer/Staff Engineer  
Nashville Division**

**CSX Transportation, Inc.**  
**Attn: Staff Engineer**  
**624 Grassmere Pk Rd, Ste#14**  
**Nashville, TN 37211**  
**Phone: (615) 835-6005**  
**Fax: (904) 245-3024**

**buford\_smith@csx.com**

Charge Flagging to:

CSXT OP# **TN0360**

**Engineering Consultant Designate:**

**Mr. Larry Shaw, P.E.**  
URS Corporation  
One Indiana Square, Suite 2100  
Indianapolis, IN 46204  
Phone: (317) 532-5400  
Fax: (317) 532-5499  
Cell: (317) 294-1979  
**E-mail: Larry.Shaw@urs.com**

**City of Brentwood Construction Manager:**

**Mr. Jerry Cato, CEI Manager**  
Gresham, Smith & Partners  
511 Union Street; Suite 1400  
Nashville, TN 37219  
Phone: (615) 770-8109  
Cell: (615) 335-9189  
**E-mail: jerry\_cato@gspnet.com**

City of Brentwood, Tennessee

Date: **12/20/12**  
Average Trains/Day: **XX**  
Maximum Train Speed: **55 MPH**

**SPECIAL NOTES**

The contractor shall provide the Railroad Protective Insurance Policy and Certificates of Insurance within (20) calendar days of Notification of Award.

Failure to provide the above within the specified time may subject the award to annulment and forfeiture of the bid guarantee, not as a penalty, but as liquidated damages.