

Date:

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Project CSSTP-0007-00(370) Murray County
PI No. 0007370
Railroad File No. GA 0429

Traffic signal upgrade project on SR 2/SR 61/US 41/Third Ave at SR 52/US76/Maddoz Pkwy in Murray County, Georgia. The work will require construction activities within the right of way of CSX Transportation at RR inv. No. 340660Y, Milepost No. 00C377.23. The average train movement through this area is approximately 22 trains per day at typical speeds of 79 mph. There are no passenger trains at this location.

1. AUTHORITY OF RAILROAD ENGINEER AND HIGHWAY ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic and facilities including the adequacy of the foundations and structures supporting the railroad tracks and the necessity for flagging during construction.

The authorized representative of the Chief Engineer, hereinafter referred to as the Highway Engineer, shall have authority over all other matters as prescribed herein and in the Department's Standard Specifications, current edition, as may be revised for this project.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad right-of-way until it has complied with the following conditions:

- (1) Given the Railroad written notice, with copy to the Department, at the addresses shown below and to the Highway Engineer who has been designated to be in charge of the work, at least 10 working days in advance of the date he proposes to begin work on Railroad right-of-way. If flagging is required, it may take up to 30 days to obtain flagging from the Railroad and no work shall be undertaken until flagging is present at the job site.

Notice to:

Division Engineer
Atlanta Division
CSX Transportation, Inc.
1590 Marietta Blvd. N.W.
Atlanta, Georgia 30318
Ph# 404-350-5074

Copy to:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center 10th Floor
600 West Peachtree Street NW
Atlanta, Georgia 30308

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- (2) Obtained written authorization from the Railroad to begin work on Railroad right-of-way. Such authorization may include an outline of specific and general conditions with which he must comply.
 - (3) Obtained written approval from the Railroad of railroad protective and general liability insurance coverage as required by paragraph 11 herein.
 - (4) Furnished a schedule for all work within the Railroad right-of-way as required by paragraph 6 B (1) herein.
- 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, area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS AND PROPERTY:

- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, and communication services, or damage to the facilities or property of the Railroad or tenants on the right-of-way of the Railroad. Whenever work is liable to affect such operations, safety, facilities, or property, the method of doing such work shall first be submitted to the Railroad Engineer for review and approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging and inspection by the Railroad shall be deferred by the Contractor until the flagging and inspection required by the Railroad is available at the job site.
- B. Whenever work within Railroad right-of-way is of such a nature that impediment to Railroad operations such as use of runaround or detour tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations, facilities, and property of the Railroad, the Contractor shall make such provisions. If in the judgement of the Railroad Engineer, or in his absence, the Highway Engineer, such provision is insufficient, either may require or make such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

4. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad right-of-way, or property, shall be:

- (1) Subject to the inspection and approval of the Railroad.

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- (2) In accord with the Railroad's written outline of specific conditions.
- (3) In accord with the Railroad's general rules, regulations, and requirements including those relating to safety, fall protection, and personal protective equipment. Safety guidelines are given in paragraph 10 herein.
- (4) In accord with this special provision.

B. Track Clearances:

The minimum track clearances to be maintained by the Contractor during construction are shown on the highway project plans and included in project special provisions or other contract documents. Clearances less than these will not be permitted unless specifically authorized by the Railroad Engineer. If minimum clearances are not stated in project plans and or contract documents, then such clearances shall be specified by the Railroad Engineer.

C. Temporary Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10 feet from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if the existing section is substandard, in which case the existing section will be maintained.

D. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits for construction of bridges, walls, footings, drainage pipes or structures under or adjacent to tracks, and any other structures or construction, including the driving of piles or sheeting, adjacent to tracks to provide adequate lateral and vertical 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 excavation and shoring, shall first be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. Before submission of plans to the Railroad Engineer for approval, such plans shall first be reviewed by the Department's Office of Bridge and Structural Design. Shoring plans submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.

E. Demolition, Erection, Hoisting:

- (1) Railroad tracks and other railroad property must be protected from damage during the procedure.

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- (2) The contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.
- (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, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.
- (8) The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans, and calculations shall first be approved by the Highway Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

F. Blasting:

- (1) The Contractor shall obtain advance approval from the Railroad Engineer and the Highway Engineer for use of explosives on or adjacent to Railroad right-of-way. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

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- (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging the Railroad may require.
- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains. Correction of any track misalignment or other damage to Railroad property resulting from the blasting shall be done as directed by the Railroad's authorized representative at the Contractor's expense. If its actions result in delay of trains, the Contractor shall bear the entire cost thereof.
- (e) Storage of explosives on Railroad property will not be permitted.
- (f) Furnish satisfactory evidence of XCU (explosion-collapse-underground damage) insurance coverage.

(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 its opinion, blasting is too hazardous or is not in accord with this special provision.

(3) Other Requirements:

Each Railroad has its own requirements for blasting which may include provisions in addition to the above. It is the contractor's responsibility to contact the Railroad before performing any blasting and determine and comply with these requirements. The Contractor shall handle all matters relating to blasting with the Railroad and pay for all costs involved.

G. Maintenance and Repair of Railroad Facilities:

- (1) The Contractor will maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations and provide and maintain any erosion control measures as required by Highway Project plans and contract documents. The Contractor will promptly repair eroded areas within Railroad right-of-way.
- (2) The Contractor will also repair, or cause to be repaired, any other damage to the property or facilities of the Railroad or its tenants.

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- (3) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

H. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad 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. All grading or construction machinery that is left parked unattended near the track or on the Railroad right-of-way shall be effectively immobilized so that it cannot be moved by unauthorized persons. Safety guidelines are given in paragraph 10 herein.

I. Cleanup:

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

5. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to its work, employees, servants, 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.

6. FLAGGING SERVICES:

A. When Required

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 and facilities. In general, the requirements for flagging will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or within distances as may be specified by Railroad's authorized representative, 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. These requirements include situations where a crane, or other piece of equipment, is located such that its boom, or extremity, could move and pass within 20 feet of the centerline of a track or within a distance as may otherwise be specified by Railroad's authorized

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representative. Safety guidelines are given in paragraph 10 herein. **Normally the Railroad will assign one flagman to a project, based on an 8 hour workday and 40 hour workweek, but in some cases more than one may be necessary.**

B. Scheduling and Notification

- (1) Not later than the time that approval is initially requested to begin work on Railroad right-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 right-of-way.
- (2) The Contractor will be required to give the Railroad representative at least 10 working days of advance notice of intent to begin work within Railroad right-of-way in accordance with paragraph 2.A.(1) of this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices 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 Highway Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagman is, or flagmen are, 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 cannot 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 from the Railroad. Due to Railroad practices, in some cases it may be necessary to give 5 days notice before flagging service may be discontinued and payment stopped.
- (3) If, after the flagman is assigned to the project site, unusual circumstances or conditions arise which require the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delays shall be done by the Contractor and not the Department or Railroad.

C. Payment

- (1) **The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall not delegate this responsibility to any subcontractor or any other party.** The Department will not reimburse the Railroad for any costs of the flagging which is required by the Contractor's work. The cost of flagging service is approximately \$_____ per hour or \$_____ per day based on an 8-hour work day and 40-hour work week. This cost includes the base pay for the flagman, overhead, and generally includes travel expenses, meals, lodging, equipment, etc. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the

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Railroad's employees who are available for flagging service at the time the service is required. Work by a flagman in excess of 8 hours per day and 40 hours per week may result in overtime pay at 1 ½ time the appropriate rate. Also, certain unusual conditions may arise which may result in overtime pay at 2 times the appropriate rate. Railroad work involved in preparing and handling bills may also be charged to the Contractor. Charges to the Contractor by the Railroad shall be in accordance with Federal-Aid Highway billing procedures and requirements as contained in applicable provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, and shall further be on the same basis as the Department would be billed by the Railroad if the Department was paying for the charges.

- (2) The contractor will be billed for flagging services on a periodic basis directly by the Railroad. The Contractor will promptly pay such bills within 30 days after each bill is rendered. Should the Contractor fail to pay the Railroad within 60 days after any bill is rendered, the Department may pay directly to the railroad any amounts due and deduct the amount of such payments from any funds due the contractor. This provision does not affect the obligation of the Contractor under his bond or the rights of the Railroad or the Department under the bond.

D. Verification

- (1) The Contractor will review and sign the Railroad flagman's semi-monthly time sheet, or other similar documentation, attesting that the flagman was present during the time recorded.
- (2) The Railroad flagman assigned to the project will be responsible for notifying the Highway 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 Highway Engineer will document such notification in the project records. When requested, the Highway Engineer will also sign the flagman's time sheets showing daily time spent at the project site.

7. TRANSPORTING MATERIALS AND EQUIPMENT ACROSS TRACKS:

Any temporary grade crossings, work mats, or other means needed during construction by the Contractor for transporting materials of any nature or equipment across railroad tracks or property of Railroad will be the responsibility of the Contractor to handle directly with the Railroad and to make all necessary arrangements and to obtain all required approvals. The Contractor may be required to execute a written agreement with the Railroad to cover such matters and appropriate time should be allowed for the preparation and handling of such agreement. The Contractor will be required to bear all costs incidental to such matters including watching and flagging services by Railroad personnel. Safety guidelines are given in paragraph 10 herein.

8. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

9. COOPERATION AND DELAYS

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

10. SAFETY GUIDELINES:

A. Guidelines for Personnel on Railroad Right-of-Way

- (1) All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- (2) No one is allowed within 25 feet of the centerline of track without specific authorization from the flagman.
- (3) All persons working near track while train is passing are to look out for dragging bands, chains and protruding or shifted cargo.
- (4) No one is allowed to cross tracks without specific authorization from flagman.

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- (5) All welders and cutting torches working within 25 feet of the track must stop when train is passing.
- (6) No steel tape or chain will be allowed to cross or touch rails without permission.

B. Guidelines for Equipment on Railroad Right-of-Way

- (1) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 feet of the centerline of track without specific permission from railroad official and flagman.
- (2) No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- (3) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (4) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (5) Swinging loads must be secured to prevent movement while train is passing.
- (6) No loads will be suspended above a moving train.
- (7) No equipment will be allowed within 25 feet of centerline of track without specific authorization of the flagman.
- (8) Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- (9) No equipment or load movement within 25 feet or above a standing train or railroad equipment without specific authorization of flagman.
- (10) All operating equipment within 25 feet 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.
- (11) All equipment, loads, and cables are prohibited from touching rails.
- (12) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (13) No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

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(14) All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

(15) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

11. INSURANCE: SPECIAL NOTE: PLEASE READ SUBPARAGRAPHS A, B, C & D IN THEIR ENTIRETY PRIOR TO ACQUIRING ANY INSURANCE POLICIES.

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) Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish to the Railroad and copy to the Department the certificate of insurance as evidence that with respect to the operations it performs it carries regular Contractor's Public Liability Insurance and regular Contractor's Property Damage Liability Insurance both providing for limits of not less than \$5,000,000.00. The Contractor shall name CSX Transportation, Inc. as additionally insured.

CERTIFICATE HOLDER for (1) above is as follows:

CSX Transportation, Inc.
500 Water Street, C907
Jacksonville, Florida 32202

(2) Workers Compensation Insurance.

The Contractor is required to have workers compensation insurance as described in state law and contractor insurance will waive subrogation against CSX Transportation, Inc where permitted by law.

(3) Railroad Protective Liability Insurance.

The Contractor shall furnish to the Railroad and copy to the Department on the Railroad Protective Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability]	\$5,000,000.00 per occurrence
Property Damage Liability]	\$10,000,000.00 aggregate
Physical Damage to Property]	

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The Standards for this protective insurance shall follow the requirements of Part 646, Subpart A, of Title 23, Highways, of the Code of Federal Regulations, current edition.

Railroad protective insurance shall be provided on “ISO-RIMA” (Insurance Services Office – Railroad Insurance Management Association) policy form No. CG 00 35 01 96. ISO Amendatory Endorsement No. CG 28 31 10 93 should also be included if a policy form number other than the foregoing is used. The equivalent of the foregoing will also be acceptable.

BINDERS ARE NOT ACCEPTABLE FOR THIS COVERAGE

NAMED INSURED for Railroad Protective Liability Insurance is as follows:

CSX Transportation, Inc.
500 Water Street, C907
Jacksonville, Florida 32202

- B. Evidence of insurance as required in Paragraph 11.A.3. above shall be furnished to the address shown below for review and approval by the Railroad and copied to the Department:

Notice to:

insurancedocuments@csx.com
with copy to:
Mr. Charles Wright
ARCADIS
Charles.Wright@arcadis-us.com

Copy to:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center 10th Floor
600 West Peachtree Street NW
Atlanta, Georgia 30308
&
Office of Intermodal - Rail Program
Georgia Department of Transportation
One Georgia Center - 2nd Floor
600 West Peachtree Street NW
Atlanta, Georgia 30308

The project number, description of the work and designation of the job site to be shown on all insurance certificates and policies are as follows:

Project CSSTP-0006-00(449) Barrow County. Traffic signal upgrade project on SR 8 in the City of Statham, Barrow County, Georgia. The work will require construction activities within the right of way of CSX Transportation at SR 8 (CS 848) & SR 211 (Jefferson St.) RR inv. No. 640106, Milepost No. SG 519.08, Statham, Barrow County Georgia. The average train movement through this area is approximately 22 trains per day at typical speeds of 79 mph with no passenger service.

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- C. The Contractor shall obtain insurance premium price quotes for Railroad Protective Liability Insurance for the same such project listed in Paragraph 11.B. above, but with the following limits of liability:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability]	\$2,000,000.00 per occurrence
Property Damage Liability]	\$6,000,000.00 aggregate
Physical Damage to Property]	

- D. The Contractor shall furnish to the Department the dollar amount of the premium to be paid for the insurance required in Paragraph 11.A.3 above; and the insurance premium price quoted as referenced in Paragraph 11.C. above. This information shall be furnished to the address shown below:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center 10th Floor
600 West Peachtree Street NW
Atlanta, Georgia 30308

- 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 its operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.
- F. All insurance hereinbefore 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 and the Railroad. Insuring companies may cancel insurance by permission of the Department and Railroad or on THIRTY (30) days written notice to the Department and Railroad as follows:

NOTICE TO:

insurancedocuments@csx.com
with copy to:
Mr. Charles Wright
ARCADIS
Charles.Wright@arcadis-us.com

COPY NOTICE TO:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center 10th Floor
600 West Peachtree Street NW
Atlanta, Georgia 30308
&
Office of Intermodal - Rail Program
Georgia Department of Transportation
One Georgia Center - 2nd Floor
600 West Peachtree Street NW

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Atlanta, Georgia 30308

12. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of this special provision:

- (1) The Railroad Engineer may require that the Contractor vacate Railroad right-of-way.
- (2) The Highway Engineer may withhold all monies due the Contractor on monthly statements.

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

13. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

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Office of Utilities