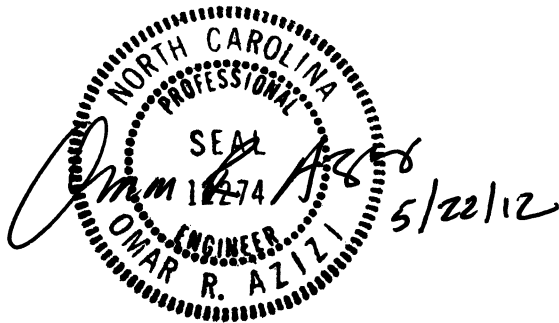


Project Special Provisions
Structure and Culverts

Table of Contents

	Page #
Thermal Sprayed Coatings (Metallization) (9-30-11)	----- 1
Expansion Joint Seals (9-30-11)	----- 5
Falsework and Formwork (4-5-12)	----- 9
Submittal of Working Drawings (2-10-12)	----- 16
Crane Safety (8-15-05)	----- 23
Grout for Structures (9-30-11)	----- 23
Bridge Mounted Chain Link Fence (SPECIAL)	----- 25
Aberdeen, Carolina and Western Railroad Provisions	----- 26
CSX Railroad Provisions	----- 37



PROJECT SPECIAL PROVISIONS
STRUCTURE AND CULVERTS

PROJECT B-3680

MOORE COUNTY

THERMAL SPRAYED COATINGS (METALLIZATION)

(9-30-11)

1.0 DESCRIPTION

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces as specified herein when called for on the plans or by other Special Provisions, or when otherwise approved by the Engineer in accordance with the SSPC-CS 23.00/AWS C2.23/NACE No. 12 Specification. Only Arc Sprayed application methods are used to apply TSC coatings, the Engineer must approve other methods of application.

2.0 QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the following requirements:

1. The capability of blast cleaning steel surfaces to SSPC SP-5 and SP-10 Finishes.
2. Employ Spray Operator(s) qualified in accordance with AWS C.16/C2.16M2002 and Quality Control Inspector(s) who have documented training in the applicable test procedures of ASTM D-3276 and SSPC-CS 23.00.

A summary of the contractor's related work experience and the documents verifying each Spray Operator's and Quality Control Inspector's qualifications are submitted to the Engineer before any work is performed.

3.0 MATERIALS

Provide wire in accordance with the metallizing equipment manufacturer's recommendations. Use the wire alloy specified on the plans which meets the requirements in Annex C of the SSPC-CS 23.00 Specification. Have the contractor provide a certified analysis (NCDOT Type 2 Certification) for each lot of wire material.

Apply an approved sealer to all metallized surfaces in accordance with Section 9 of SSPC-CS 23. The sealer must either meet SSPC Paint 27 or is an alternate approved by the Engineer.

4.0 SURFACE PREPARATION AND TSC APPLICATION

Grind flame cut edges to remove the carbonized surface prior to blasting. Bevel all flame cut edges in accordance with Article 442-10(D) regardless of included angle. Blast clean surfaces to be metallized with grit or mineral abrasive in accordance with Steel Structures Painting Council SSPC SP-5/10(as specified) to impart an angular surface profile of 2.5 - 4.0 mils. Surface preparation hold times are in accordance with Section 7.32 of SSPC-CS 23. If flash rusting occurs prior to metallizing, blast clean the metal surface again. Apply the thermal sprayed coating only when the surface temperature of the steel is at least 5°F above the dew point.

At the beginning of each work period or shift, conduct bend tests in accordance with Section 6.5 of SSPC-CS 23.00. Any disbonding or delamination of the coating that exposes the substrate requires corrective action, additional testing, and the Engineer's approval before resuming the metallizing process.

Apply TSC with the alloy to the thickness specified on the plans or as provided in the table below. All spot results (the average of 3 to 5 readings) must meet the minimum requirement. No additional tolerance (as allowed by SSPC PA-2) is permitted. (For Steel Beams: For pieces with less than 200 ft² measure 2 spots/surface per piece and for pieces greater than 200 ft² add 1 additional spots/surface for each 500 ft²).

Application	Thickness	Alloy	Seal Coat
Pot Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Armored Joint Angles	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Modular Joints	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Expansion Joint Seals	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Optional Disc Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil

When noted on the plans or as specified in the above chart, apply the sealer to all metallized surfaces in accordance with the manufacturer's recommendations and these provisions. Apply the seal coat only when the air temperature is above 40°F and the surface temperature of the steel is at least 5°F above the dew point. If the sealer is not applied within eight hours after the final application of TSC, the applicator verifies acceptable TSC surfaces and obtains approval from the Engineer before applying the sealer.

5.0 INSPECTION FREQUENCY

The TSC Contractor must conduct the following tests at the specified frequency and the results documented in a format approved by the Engineer.

Test/Standard	Location	Frequency	Specification
Ambient Conditions	Site	Each Process	5°F above the dew point
Abrasive Properties	Site	Each Day	Size, angularity, cleanliness
Surface Cleanliness SSPC Vis 1	All Surfaces	Visual All Surfaces	SSPC-SP-10 Atmospheric Service SSPC-SP - 5 Immersion Service
Surface Profile ASTM D-4417 Method C	Random Surfaces	3 per 500 ft ²	2.5 - 4.0 mils
Bend Test SSPC-CS 23.00	Site	5 per shift	Pass Visual
Thickness SSPC PA-2R SSPC-CS 23.00	Each Surface	Use the method in PA-2 Appendix 3 for Girders and Appendix 4 for frames and miscellaneous steel. See Note 1.	Zn - 8 mils minimum Al - 8 mils minimum Zn Al - 8 mils minimum Areas with more than twice the minimum thickness are inspected for compliance to the adhesion and cut testing requirements of this specification.
Adhesion ASTM 4541	Random Surfaces Splice Areas	1 set of 3 per 500 ft ²	Zn > 500 psi Al > 1000 psi Zn Al > 750 psi
Cut Test - SSPC-CS 23.00	Random Surfaces	3 sets of 3 per 500 ft ²	No peeling or delamination
Job Reference Std. SSPC-CS 23.00	Site	1 per job	Meets all the above requirements

6.0 REPAIRS

All Repairs are to be performed in accordance with the procedures below, depending on whether the repair surface is hidden or exposed. As an exception to the following, field welded splices on joint angles and field welding bearing plates to girders may be repaired in accordance with the procedures for hidden surfaces.

For hidden surfaces (including but not limited to interior girders, interior faces of exterior girders, and below-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallizing at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
2. Minor areas less than or equal to 0.1 ft^2 exposing the substrate are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
3. Large areas greater than 0.1 ft^2 exposing the substrate are metallized in accordance with SSPC CS 23.00.
4. Damaged (burnished) areas not exposing the substrate with less than the specified coating thickness are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
5. Damaged (burnished) areas not exposing the substrate with more than the specified coating thickness are not repaired.
6. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

For Exposed Surfaces (including but not limited to exterior faces of exterior girders and above-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallization at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
2. All areas exposing the substrate are metallized in accordance with SSPC CS 23.00
3. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

7.0 TWELVE MONTH OBSERVATION PERIOD

The contractor maintains responsibility for the coating system for a twelve (12) month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the engineer. The contractor must guarantee the coating system under the payment and performance bond (refer to Article 109-10). To successfully complete the observation period, the coating system must meet the following requirements after twelve(12) months service:

- No visible rust, contamination or application defect is observed in any coated area.
- Painted surfaces have a uniform color and gloss.
- Surfaces have an adhesion of no less than 500 psi when tested in accordance with ASTM D-4541.

8.0 BASIS OF PAYMENT

The contract price bid for the bridge component to which the coating is applied will be full compensation for the thermal sprayed coating.

EXPANSION JOINT SEALS

(9-30-11)

1.0 GENERAL

The work covered by this Special Provision consists of furnishing and installing the expansion joint seals as shown on the contract drawings. All materials, labor, equipment and incidentals necessary for the proper installation of the expansion joint seals are included.

2.0 MATERIAL

Provide expansion joint seals capable of accommodating a total movement measured parallel to the centerline of the roadway as shown on plans.

Provide an elastomeric component for each expansion joint seal that is a continuous unit for the entire length of the joint. Do not field splice the elastomeric component. Only vulcanized shop splicing of the elastomeric component is permitted. The minimum length of an elastomeric component before shop splicing is 20 feet. However, one piece shorter than 20 feet is permitted. Provide an elastomeric component that is clearly shop marked to indicate the top side and joint location of the elastomeric component. On skewed bridges, or under unsymmetrical conditions, clearly mark the left side of the elastomeric component. Left is defined as being on the left when facing in the direction of increasing station. Inspect the seals upon receipt to ensure that the marks are clearly visible upon installation.

Make sure the convolution of the gland does not project above the top of the hold-down plates when the joint opening is in the most compressed condition. Use either elastic polychloroprene (neoprene) or ethyl propylene diene monomer (EPDM) for the elastomer that meets the following minimum properties:

	ASTM TEST METHOD	REQUIREMENTS
Hardness, Durometer - Shore A	D2240	60 ± 5, Neoprene (upward corrugated shape - fabric reinforced) 75 ± 5, EPDM and Neoprene (upward non-corrugated shape) 80 ± 5, EPDM (upward corrugated shape-fabric reinforced)
Tensile Strength	D412	2000 psi (min.)
Elongation at Break	D412	250% (min.)
Width of Gland in Relaxed Condition	N/A	10" ± 0.25"

Thickness of Upturned portion of gland	N/A	0.25" non-corrugated shape, -0.032" to +0.032"
Thickness of Upturned portion of gland	N/A	0.1875" corrugated shape, -0.032" to +0.032"
Thickness of Flat portion of gland	N/A	0.1563", -0.032" to +0.032"

For fabric reinforced glands, submit one unreinforced sample per lot number, up to 500 feet of Expansion Joint Seal, to the Engineer for testing.

Only field splice hold-down plates at crown points, at abrupt changes in the deck slab cross slope, and on lane lines. Splicing within travel lanes is not permitted and splicing on edge lines is not required. Field splice hold-down plates between the edge line and gutter upturn and where necessary for proper installation and alignment is permitted. Show all splice locations on the working drawings for approval. For the location of lane markings at the expansion joint seal, see the Structure plans. At the splice locations, locate the hold-down bolts 3 inches from the end of the hold-down plate. At splice locations where changes in deck slab cross slope occur, cut the ends of hold-down plates parallel to the bridge centerline for skews less than 80° and greater than 100°.

Do not use welded shop splices in hold-down plates.

3.0 SHOP DRAWINGS

Submit nine sets of working drawings to the Engineer for review, comments and acceptance. Show complete details drawn to scale and include:

- The proposed template details including the makeup of the template
- The proposed method of holding the base angle assembly in place while concrete is cast around it
- The proposed procedure to correct for the effects of beam movement and rotation when setting width of joint opening
- The proposed chronology of installation including the sequence and direction of the concrete casting
- The details of cross connectors between base angles, such as steel bars with slots bolted to angles, to maintain evenness between the adjacent base angles while accommodating movement that occurs when concrete is cast. Indicate when bolts are loosened to allow movement.
- The proposed method for removing the hold-down plate
- A section detail through the joint showing horizontal offset dimensions of the base angles from the centerline joint. This detail is required when the vertical face of the joint opening is not perpendicular to the roadway surface (e.g. when the roadway grade is significant).

Have someone other than the one who prepares the drawing check all detailed drawings and include the signatures of both the drafter and checker on each sheet of the drawings. The Engineer returns unchecked drawings to the Contractor. Provide all completed drawings well in advance of the scheduled installation time for the expansion joint seal.

4.0 INSTALLATION

Provide supports for the base angle assembly at a maximum spacing of 9 feet. Place supports near field splices of base angles to ensure that field splices are straight and even. Provide base angles with ½" diameter weep holes at 12 inch centers to allow bleeding of trapped air and/or water. Do not obstruct the weep holes with falsework. Make the bottom of the trough parallel to grade and the sides parallel to the sides of the expansion joint seal.

For damaged areas, depressions, spalls, cracks, or irregularities of curbs or decks adjacent to the expansion joint, submit a proposed method of repair and repair material specifications for approval.

If the Engineer deems any aspects of the expansion joint seals unacceptable, make necessary corrections.

5.0 INSPECTION

When concrete is cast, use a non-aluminum, 10 foot, true to line straight edge to check and grade the top of the slab on each side of the joint to ensure smooth transition between spans.

Watertight Integrity Test

- Upon completion of an expansion joint seal, perform a water test on the top surface to detect any leakage. Cover the roadway section of the joint from curb to curb, or barrier rail to barrier rail, with water, either ponded or flowing, not less than 1 inch above the roadway surface at all points. Block sidewalk sections and secure an unnozzled water hose delivering approximately 1 gallon of water per minute to the inside face of the bridge railing, trained in a downward position about 6 inches above the sidewalks, such that there is continuous flow of water across the sidewalk and down the curb face of the joint.
- Maintain the ponding or flowing of water on the roadway and continuous flow across sidewalks and curbs for a period of 5 hours. At the conclusion of the test, the underside of the joint is closely examined for leakage. The expansion joint seal is considered watertight if no obvious wetness is visible on the Engineer's finger after touching a number of underdeck areas. Damp concrete that does not impart wetness to the finger is not a sign of leakage.
- If the joint system leaks, locate the place(s) of leakage and take any repair measures necessary to stop the leakage at no additional cost to the Department. Use repair measures recommended by the manufacturer and approved by the Engineer prior to beginning corrective work.
- If measures to eliminate leakage are taken, perform a subsequent water integrity test subject to the same conditions as the original test. Subsequent tests carry the same responsibility as the original test and are performed at no extra cost to the Department.

6.0 BASIS OF PAYMENT

Basis of payment for all expansion joint seals will be at the lump sum contract price for "Expansion Joint Seals" which price and payment will be full compensation for furnishing all material, including any steel accessory plates for sidewalks, medians and rails, labor, tools, and incidentals necessary for installing the expansion joint seal in place and including all materials, labor, tools and incidentals for performing the original watertight integrity test.

FALSEWORK AND FORMWORK

(4-5-12)

1.0 DESCRIPTION

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

2.0 MATERIALS

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints. Submit the number of copies as called for by the contract.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than $\frac{3}{4}$ ".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

Design falsework and formwork requiring submittals in accordance with the 1995 AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

1. Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph. In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

Table 2.2 - Wind Pressure Values

Height Zone feet above ground	Pressure, lb/ft ² for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100
Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80
Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

B. Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

B. Foundations

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

5.0 REMOVAL

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

6.0 METHOD OF MEASUREMENT

Unless otherwise specified, temporary works will not be directly measured.

7.0 BASIS OF PAYMENT

Payment at the contract unit prices for the various pay items requiring temporary works will be full compensation for the above falsework and formwork.

SUBMITTAL OF WORKING DRAWINGS

(2-10-12)

1.0 GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Resident Engineer. Either the Structure Design Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Resident Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Resident Engineer, Structure Design Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

2.0 ADDRESSES AND CONTACTS

For submittals to the Structure Design Unit, use the following addresses:

Via US mail:

Mr. G. R. Perfetti, P. E.
State Bridge Design Engineer
North Carolina Department
of Transportation
Structure Design Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. P. D. Lambert, P. E.

Via other delivery service:

Mr. G. R. Perfetti, P. E.
State Bridge Design Engineer
North Carolina Department
of Transportation
Structure Design Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

Send an additional e-copy of the submittal to the following address:

jgaither@ncdot.gov (James Gaither)

jlbolden@ncdot.gov (James Bolden)

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7, use the following Eastern Regional Office address:

Via US mail:

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

For projects in Divisions 8-14, use the following Western Regional Office address:

Via US mail:

Mr. John Pilipchuk, L. G., P. E.
Western Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

Via other delivery service:

Mr. John Pilipchuk, L. G., P. E.
Western Region Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structure Design Unit can be viewed from the Unit's web site, via the "Contractor Submittal" link.

Direct any questions concerning submittal review status, review comments or drawing markups to the following contacts:

Primary Structures Contact: Paul Lambert (919) 707 – 6407
(919) 250 – 4082 facsimile
plambert@ncdot.gov

Secondary Structures Contacts: James Gaither (919) 707 – 6409
James Bolden (919) 707 – 6408

Eastern Regional Geotechnical Contact (Divisions 1-7):

K. J. Kim (919) 662 – 4710
(919) 662 – 3095 facsimile
kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

John Pilipchuk (704) 455 – 8902
(704) 455 – 8912 facsimile
jpilipchuk@ncdot.gov

3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Resident Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structure Design Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section covers “Geotechnical Submittals”. The Resident Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structure Design Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms ² (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Optional Disc Bearings ⁴	8	0	“Optional Disc Bearings”

Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Pot Bearings ⁴	8	0	“Pot Bearings”
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) ³	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel ⁴	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings ⁴	8	0	Article 1072-8

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structure Design Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18" or greater.

GEOTECHNICAL SUBMITTALS

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structure Design Unit	Contract Reference Requiring Submittal¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	8 drawings, 2 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	5 drawings, 2 calculations	2 drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

FOOTNOTES

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:
www.ncdot.org/doh/preconstruct/highway/geotech/formdet/
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY

(8-15-05)

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations involving critical lifts. A critical lift is defined as any lift that exceeds 75 percent of the manufacturer's crane chart capacity for the radius at which the load will be lifted or requires the use of more than one crane. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

- A. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

GROUT FOR STRUCTURES

(9-30-11)

1.0 DESCRIPTION

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

2.0 MATERIAL REQUIREMENTS

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

3.0 SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer’s recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

4.0 BASIS OF PAYMENT

No separate payment will be made for “Grout for Structures”. The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

BRIDGE MOUNTED CHAIN LINK FENCE

(SPECIAL)

Construct the chain link fence in accordance with the applicable sections of the Standard Specifications, the details shown on the plans and this special provision.

The quantity of chain link fence will be the actual number of linear feet of fence, measured in place from end post to end post, which has been completed and accepted. All posts used for the chain link fence are included in the price of the fence and will not be paid for separately. There will be no measurement made for installing adhesive anchors in concrete barrier rail as such work is considered incidental.

Work includes but is not limited to furnishing and installing fence fabric, tie wires, stretcher bars, stretcher bar bands, tie rods, turnbuckles, brace rails, posts, post caps, brackets, adhesive anchors, fittings and any other materials necessary to complete the work as described in the plans and this special provision.

Payment will be made under:

72” Chain Link Fence.....Linear Foot

ABERDEEN, CAROLINA AND WESTERN RAILWAY - RAILROAD SPECIAL
PROVISIONS

NOTICE TO ACWR OF START OF WORK:

The Contractor shall notify Aberdeen, Carolina and Western Railway, herein called "ACWR", at least thirty (30) days in advance of the date on which he expects to start work on the railroad right-of-way. A written notice is required. No work shall commence on ACWR right-of-way until ACWR has received and approved the Contractor's insurance policy.

RELOCATION OF WIRE LINES:

Any temporary or permanent changes in wire lines necessitated by the construction of the project will be made by others without cost to the Contractor. However, the Contractor will be required to bear the cost of any changes that are made at his request solely for his convenience in the conduct of his operations.

DELAYS CAUSED BY OPERATIONS OF OTHERS:

The Contractor's attention is called to the fact that neither the North Carolina Department of Transportation, herein called the Department of Transportation, nor ACWR assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department of Transportation or ACWR for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

COOPERATION WITH OTHERS:

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.

AUTHORITY OF RAILROAD ENGINEER:

The authorized representative of ACWR hereinafter referred to as the ACWR Railroad Engineer, shall have the final authority in all matters affecting the safe maintenance of railroad traffic of his company.

CONSTRUCTION CORRESPONDENCE AND SUBMITTALS:

Initially, direct all construction related correspondence to Duluth, GA office of STV/RWA, ACWR's General Engineering Contractor. The office address is:

Mr. George T. Zimmerman, P.E.
STV/Ralph Whitehead Associates
3505 Koger Blvd., Suite 205
Duluth, GA 30096

And a copy to:

Aberdeen Carolina and Western Railway Company
Mr. Carl Hollowell, General Manager
102 Depot St.
Star, NC 27356-0586

All required construction submittals shall be forwarded to and approved in writing by the ACWR prior to proceeding with construction of each applicable phase. Thirty (30) days will be required to review all construction submittals. An additional thirty (30) day will be required to review any subsequent submissions returned not approved.

EMERGENCY ACTION PLAN:

The Contractor shall develop and submit an emergency action plan indicating the location of the site, contact names and phone numbers, access to the site, instructions for emergency response, and location of the nearest hospitals. The plan shall also cover the Contractor's means of fire suppression that may include the phone number and location of the nearest fire department. The plan shall cover all items required in the event of an emergency at the site.

CONSTRUCTION SCHEDULE:

The Contractor shall prepare and submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around ACWR right-of-way.

INTERFERENCE WITH RAILROAD OPERATIONS:

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 ACWR or to the poles, wire, and other facilities of tenants on the rights-of-way of ACWR. Wherever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the ACWR Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability.

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 ACWR, it shall be a part of the required services by the Contractor to make such provisions and if, in the judgement of the ACWR Railroad Engineer such provisions is insufficient, the ACWR Railroad Engineer or the Highway Engineer, may at the expense of the Contractor, require or provide such provisions as may be deemed necessary.

The Contractor will not be permitted to provide less than the following temporary clearances during construction of the proposed overhead bridge:

15'-0" horizontal clearance measured to track from centerline of track to falsework.

22'-0" vertical clearance from top of rail to falsework.

STRUCTURE EXCAVATION AND SHORING:

The Contractor shall furnish evidence to the Department of Transportation and ACWR that, upon starting construction of the proposed grade separation structure, he shall expedite the excavation and bridge work continuously and diligently to completion.

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, for highway bridge footings adjacent to track to provide adequate lateral support for the track and loads which it carries without disturbance of track alignment and service, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by ACWR, but such approval shall not relieve the contractor from liability.

Shoring or sheeting protection shall be provided when excavating adjacent to an active railroad track, except as noted below.

Shoring will not be required if both 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.
2. Track is on level ground or in a cut section and on stable soil.

When track is on embankment, excavating the toe of embankment without shoring may affect the stability of the embankment. Therefore, excavation of embankment toe without shoring will not be permitted.

Preferred 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 steel soldier beams with timber lagging. Wales and struts shall be provided as needed. The following shall be considered when designing cofferdams:

- a. Sheeting shall be designed to resist a vertical live load surcharge of 1800 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 A.R.E.M.A. specifications, Chapter 8, Part 20.
- b. Allowable stresses in materials shall be in accordance with A.R.E.M.A. Specifications, Chapter 7, 8, and 15.
- c. A construction procedure for temporary shoring shall be shown on the drawing.

- d. Safety railing shall be installed when temporary shoring is within 12 feet of track.
- e. A minimum distance of 10 feet from centerline of the track to face of sheeting shall be maintained.

The Contractor shall submit the following drawings and calculations for ACWR review and approval.

1. Three (3) 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 sheeting and track elevation in relation to bottom of excavation.
2. One set of calculations of the cofferdam design prepared in accordance with CSX Transportation's Criteria for Overhead Bridges dated September 14, 2007. The drawings and calculations shall be prepared by a North Carolina Registered Professional Engineer experienced in the design of shoring and cofferdams and shall bear his seal and signature.

The subgrade of an operated track shall be maintained with edge of berm at least 10' from centerline of track and not more than 24" below top of rail. Unless so indicated on the plans the Contractor will not be required to make the existing section meet this specification and if substandard, the existing section will be maintained.

DEMOLITION OF EXISTING STRUCTURE:

Railroad tracks shall be protected from damage during demolition of existing structure or replacement of deck slab.

During demolition of the deck, a protection shield shall be erected over the track to catch falling debris. The protection shield shall be supported from girders or beams and shall not be lower than allowed temporary clearance. The deck shall be removed by cutting it in sections and lifting out. All cranes and hardware used in picks is to account for a 150% Factor of Safety. Factor of safety implied in crane charts is not to be considered in determination of lifting capacity. Large pieces of deck shall not be allowed to fall on protection shield.

Blasting will not be permitted to demolish a structure over or within railroad right-of-way.

The Contractor shall submit detailed demolition plans, including protection shield details to the ACWR Railroad Engineer for approval prior to the start of demolition. The plans shall also indicate the location and capacity of the proposed cranes and estimated lifting loads. The plans shall be prepared by a North Carolina Registered Professional Engineer and shall bear his seal and signature.

BLASTING:

Explosives shall not be used adjacent to any track or other railroad property without the advance approval of the Highway Engineer and the ACWR Railroad Engineer, but such approval will not relieve the Contractor of any liability. If use of explosives is permitted, the blasting shall be done with light charges under the direct experienced supervision of a responsible officer or employee of the Contractor, or of the Department of Transportation. Electric detonating fuses or charges shall not be used on account of possible premature explosions resulting from operation of 2-way train radios. Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations.

No blasting shall be done without an authorized ACWR representative present, who will determine the approximate location of trains in order that the Contractor can be certain whether or not sufficient time will be available for blasting and subsequent cleanup without delaying trains. The Contractor shall notify the ACWR Railroad Engineer at least 10 days in advance of blasting to permit arrangement for the presence of an authorized ACWR representative and such flagging service as may be deemed necessary.

The Contractor shall have adequate equipment, labor, and materials at the job site and provide sufficient time to clean up the debris resulting from the blasting without delay to trains. He will at his expense correct any track misalignment or other damage to railroad property resulting from the blasting as directed by the ACWR Railroad Engineer. If his actions result in delays to trains, the Contractor shall bear the entire cost thereof.

Blasting shall be discontinued immediately upon notice by the ACWR Railroad Engineer or the Highway Engineer that it is too hazardous.

STORAGE OF MATERIALS:

Materials and equipment shall not be stored where they will interfere with railroad operations, nor on the rights-of-way of ACWR without first having obtained permission from the ACWR Railroad Engineer, and such permission will be with the understanding ACWR will not be liable for damage to such material and equipment from any cause and that the ACWR Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

DAMAGES:

The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by railroad traffic.

MAINTENANCE OF DITCHES ADJACENT TO RAILROAD TRACKS:

The Contractor shall submit plans indicating the proposed methods of erosion control during construction, in particular, excavation for the piers and grading.

The Contractor shall exercise necessary precautions to prevent fouling of track ballast and existing ditches in the excavation of material at the proposed structure site. He shall maintain the existing railroad ditches free from obstruction and silt through the duration of his construction operations and upon completion of the structure shall leave the ditches in conditions satisfactory to the ACWR Railroad Engineer.

Should material from excavating at the proposed structure site foul the track ballast, the Contractor will be required to clean or replace the fouled ballast under the direction of and to the satisfaction of the ACWR Railroad Engineer.

Any cost incurred by ACWR for repairing damage to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid by the Contractor to ACWR.

TEMPORARY RAILROAD GRADE CROSSINGS:

Where the plans show or imply that equipment or materials of any nature must be transported across a Railroad, unless the Department of Transportation has included arrangements for such crossings in its agreement with ACWR, the Contractor will be required to first obtain authority for its installation, maintenance, and removal from the ACWR Railroad Engineer. The Contractor shall execute ACWR's standard private road crossing agreement. Railroad Forces will do all work within two feet of the rail and the Contractor will pay all cost associated with the installation, maintenance and removal of the temporary grade crossing. The Contractor shall arrange for any resulting necessity of watching and flagging and to furnish ACWR with a separate Railroad Protective Liability Policy other than the one required by these special provisions. All the above shall be at no cost to the Department of Transportation.

In the event the Department of Transportation has made arrangements for the Temporary Grade Crossings, the Contractor will need to have a railroad flagman on site during any use of the crossing and the crossings must be physically barricaded during such times that it is not required for use. The Contractor shall construct the road and approaches such that it does not interrupt existing drainage patterns and to the satisfaction of ACWR. Flagman must be on site for construction and the roadway must be removed upon completion of the project. The Contractor shall restore the property including any drainage ditches. The Contractor's attention is called to the fact that he will not be required to bear the cost of the flagging services required by ACWR or provide any additional railroad insurance except that required by the Insurance Special Provision.

ERECTION PROCEDURE:

The Contractor shall submit a detailed procedure for erecting the spans over railroad tracks. Equipment used for the erection, or removal of structures over railroad facilities, shall have a minimum lifting capacity of one hundred-fifty percent (150%). Factor of safety implied in crane charts is not to be considered in determination of lifting capacity. The procedure shall indicate the capacity of cranes, location of cranes with respect to the tracks and estimated lifting loads. The erection procedure must follow CSX Construction Guidelines and be prepared by a North Carolina Registered Professional Engineer and shall bear his seal and signature. The procedure must be approved by the Railroad.

FLAGGING PROTECTION OR WATCHMAN SERVICE:

The watchman and flagging service required by ACWR for the safety of railroad operations because of work performed by the Contractor or subcontractors in connection with the construction of the proposed overhead bridge will be provided by ACWR and the Contractor's special attention is called to the fact that he will not be required to bear the cost of any watchman or flagging service required by ACWR other than that required at any temporary grade crossing, as ACWR will be reimbursed by the Department of Transportation on bills rendered monthly. All bills to be prepared in accordance with the Federal-Aid Policy Guide 23 CFR 646B.

When the Contractor's men or equipment are working within eighteen (18) feet of the nearest rail, over, under or adjacent to the track over which trains are operated, or when work is being performed adjacent to an operated track which may present a hazard to train operations, or when equipment is being used which does, or may infringe on such limits, and at other times, when in the opinion of the ACWR Railroad Engineer such protection is necessary, the services of a man or men will be used for flagman or watchman service.

The Contractor shall give 10 days advance notice to the ACWR Railroad Engineer in order that flagging service can be arranged and provided. No work shall be undertaken until the flagman, or flagmen, are at the job site. The estimated number and classification of men are shown in the Force Account Estimate.

The estimated cost of Flagging Protection or Watchman Service is shown in the Force Account Estimates prepared by ACWR, and made a part of the Plans, Specifications and Estimate.

If ACWR for any reason finds it necessary to furnish a watchman or flagman of a different classification from that shown in the Force Account Estimate, bills will be rendered and shall be paid on the basis of the rate of pay for the men used whether that is above or below the rate given. If the rate of pay of any employee that is to be used for watchman or flagging service is changed before the work is started or during the progress of the work, either by law or agreement between ACWR and its employees, or if the tax rates on labor are changed, bills will be rendered by ACWR and paid by the Department of Transportation on the new rates.

The Contractor's attention is also called to the fact that he will be required to carry on his operations which require flagging protection or watchman service in such a manner and sequence that the cost of such will be as economical as possible.

COMPLETION AND ACCEPTANCE OF WORK:

Upon completion of the work, the Contractor shall remove from within the limits of the railroad right of way all machinery, equipment, surplus materials, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat and orderly condition. After the final inspection has been made and work found to be completed in a satisfactory manner acceptable to the Department of Transportation and ACWR, the Department of Transportation will be notified

of ACWR's acceptance in writing by the ACWR Railroad Engineer within ten (10) days or as soon thereafter as practicable.

At project completion, a complete set of "As Built" plans for the proposed construction shall be submitted to ACWR. ACWR will keep these plans on file for future reference. Please address these plans to:

Aberdeen Carolina and Western Railway Company
Mr. Carl Hollowell, General Manager
102 Depot St.
Star, NC 27356-0586

INSURANCE SPECIAL PROVISIONS FOR
 ABERDEEN, CAROLINA AND WESTERN RAILWAY
 STRUCTURE

A. In addition to any other forms of insurance or bonds required elsewhere in the contract documents, the Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Railroad right(s)-of-way under the terms of the contract by carrying insurance of the following kinds:

1. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:

a. The Contractor shall furnish an original and one copy of the certificates of insurance and one certified copy of the policy to the Department of Transportation as evidence that, with respect to the operations he performs on railroad right-of-way, he carries Commercial General Liability Insurance including "XCU" coverage providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$ 5,000,000 Per Occurrence
Property Damage Liability	\$ 5,000,000 Aggregate

b. 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 the subcontractor to cover his operations on railroad right-of-way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.

c. Certificates of Insurance holders are to be sent to the addressees given below. Certificates shall make reference to the project, milepost and county.

NCDOT Rail Division Engineering & Safety Branch c/o State Railroad Agent 1556 Mail Service Center Raleigh, N.C. 27699-1556	Aberdeen Carolina and Western Railway Company Mr. Carl Hollowell, General Manager 102 Depot St.. Star, NC 27356-0586
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2. RAILROAD PROTECTIVE LIABILITY INSURANCE:

- a. The Contractor shall furnish to the Department of Transportation an original and one duplicate of the Railroad Protective Liability Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$ 5,000,000 Per Occurrence
Property Damage Liability	\$ 10,000,000 Aggregate Per Annual Policy Period
Physical Damage to Property	

- b. The Railroad Protective Liability Policy is to be written on the ISO/RIMA Form No. CG 00 35 10 93 (or updates thereof) including Endorsements CG 28 31 11 85 and IL 00 21 or their equivalents.
- c. The insurer must be financially stable and rated A- or better in A.M. Best & Company's Insurance Reports.
- d. The name and address of Contractor and Department of Transportation must be shown on the Declarations page.
- e. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Named Insured: Aberdeen Carolina and Western Railway Company
 Mr. Carl Hollowell, General Manager
 102 Depot St.
 Star, NC 27356-0586

Description and Designation: Removal of existing Bridge No. 2 and construction of a new overhead bridge on US 15-501 over the tracks of Aberdeen, Carolina and Western Railway in Moore County, North Carolina near ACWR Milepost 56.9 identified as State Project 33222.1.1 (B-3680) and Federal Project BRSTP-15(11).

- B. The Railroad Protective Liability Policy shall contain a clause requiring that sixty (60) days written notice be given the Department of Transportation and ACWR prior to cancellation or change.

All other policies and certificates shall contain a clause requiring that thirty (30) days written notice be given to the Department of Transportation and ACWR prior to cancellation or change. The notices shall make reference to the project, milepost and county.

NOTICE TO:

Aberdeen Carolina and Western Railway
Mr. Carl Hollowell, General Manager
102 Depot St
Star, NC 27356-0586

COPY NOTICE TO:

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, N. C. 27699-1556

- C. All insurance herein before specified shall be carried until the final inspection and acceptance of the project, or that portion of the project within railroad right-of-way, by the Department of Transportation or, in the case of subcontractors, until the Contractor furnishes a letter to the Engineer stating that the subcontractor has completed his subcontracted work within railroad right-of-way to the satisfaction of the Contractor and that the Contractor will accomplish any additional work necessary on railroad right-of-way with his own forces. It is understood that the amounts specified are minimum amounts and that the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, Contractor shall immediately notify the Department of Transportation and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one-half of the aggregate limit, Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department of Transportation and ACWR as to form and amount prior to beginning work on railroad right-of-way.

No extra allowance will be made for the insurance required hereunder; the entire cost of same is to be included in the unit contract price bids for the several pay items.

- D. Evidence of insurance as required above shall be furnished for review to the Department of Transportation at the address shown below after which it will be forwarded by the Department of Transportation to ACWR.

Send to Department:

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, NC 27699-1556

CSX TRANSPORTATION, INC. - RAILROAD SPECIAL PROVISIONSNOTICE TO THE RAILROAD COMPANY OF START OF WORK:

The Contractor shall notify CSX Transportation, Inc., herein called the Railroad Company, at least thirty (30) days in advance of the date on which he expects to start work on the railroad right-of-way. A written notice is required. No work shall commence on CSXT right-of-way until the Railroad Company has received and approved the Contractor's insurance policy.

RELOCATION OF WIRE LINES:

Any temporary or permanent changes in wire lines necessitated by the construction of the project will be made by others without cost to the Contractor. However, the Contractor will be required to bear the cost of any changes that are made at his request solely for his convenience in the conduct of his operations.

DELAYS CAUSED BY OPERATIONS OF OTHERS:

The Contractor's attention is called to the fact that neither the North Carolina Department of Transportation, herein called the Department of Transportation, nor the Railroad Company assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department of Transportation or the Railroad Company for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

COOPERATION WITH OTHERS:

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.

AUTHORITY OF RAILROAD ENGINEER:

The authorized representative of the Railroad Company hereinafter referred to as Railroad Engineer, shall have the final authority in all matters affecting the safe maintenance of railroad traffic of his company.

CONSTRUCTION CORRESPONDENCE AND SUBMITTALS:

Initially, direct all construction related correspondence to the Philadelphia AECOM office, CSXT's General Engineering Contractor. The Philadelphia office address is:

Mr. Brian V. Harrison, PE
AECOM
1700 Market Street
Suite 1600
Philadelphia, PA 19103

And a copy to:

Clyde Gray
CSX Transportation
1610 Forest Avenue
Suite 120
Richmond, VA 23229

All required construction submittals shall be forwarded to and approved in writing by the Railroad Company prior to proceeding with construction of each applicable phase. Thirty (30) days will be required to review all construction submittals. An additional thirty (30) day will be required to review any subsequent submissions returned not approved.

EMERGENCY ACTION PLAN:

The Contractor shall develop and submit an emergency action plan indicating the location of the site, contact names and phone numbers, access to the site, instructions for emergency response, and location of the nearest hospitals. The plan shall also cover the Contractor's means of fire suppression that may include the phone number and location of the nearest fire department. The plan shall cover all items required in the event of an emergency at the site.

CONSTRUCTION SCHEDULE:

The Contractor shall prepare and submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way.

INTERFERENCE WITH RAILROAD OPERATIONS:

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 the poles, wire, and other facilities of tenants on the rights-of-way of the Railroad Company. Wherever work is liable 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.

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 Company, it shall be a part of the required services by the Contractor to make such provisions and if, in the judgement of the Railroad Engineer such provisions is insufficient, the Railroad Engineer or the Highway Engineer, may at the expense of the Contractor, require or provide such provisions as may be deemed necessary.

The Contractor will not be permitted to provide less than the following temporary clearances during construction of the proposed overhead bridge:

15'-0" horizontal clearance measured to track from centerline of track to falsework.

22'-0" vertical clearance from top of rail to falsework.

STRUCTURE EXCAVATION AND SHORING:

The Contractor shall furnish evidence to the Department of Transportation and the Railroad Company that, upon starting construction of the proposed grade separation structure, he shall expedite the excavation and bridge work continuously and diligently to completion.

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, for highway bridge footings adjacent to track to provide adequate lateral support for the track and loads which it carries without disturbance of track alignment and service, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Railroad, but such approval shall not relieve the contractor from liability.

Shoring or sheeting protection shall be provided when excavating adjacent to an active railroad track, except as noted below.

Shoring will not be required if both 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.
2. Track is on level ground or in a cut section and on stable soil.

When track is on embankment, excavating the toe of embankment without shoring may affect the stability of the embankment. Therefore, excavation of embankment toe without shoring will not be permitted.

Preferred 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 steel soldier beams with timber lagging. Wales and struts shall be provided as needed. The following shall be considered when designing cofferdams:

- a. Sheeting shall be designed to resist a vertical live load surcharge of 1800 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 A.R.E.M.A. specifications, Chapter 8, Part 20.
- b. Allowable stresses in materials shall be in accordance with A.R.E.M.A. Specifications, Chapter 7, 8, and 15.
- c. A construction procedure for temporary shoring shall be shown on the drawing.

- d. Safety railing shall be installed when temporary shoring is within 12 feet of track.
- e. A minimum distance of 10 feet from centerline of the track to face of sheeting shall be maintained.

The Contractor shall submit the following drawings and calculations for Railroad review and approval.

1. Three (3) 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 sheeting and track elevation in relation to bottom of excavation.
2. One set of calculations of the cofferdam design prepared in accordance with CSXT's Criteria for Overhead Bridges dated September 14, 2007. The drawings and calculations shall be prepared by a North Carolina Registered Professional Engineer experienced in the design of shoring and cofferdams and shall bear his seal and signature.

The subgrade of an operated track shall be maintained with edge of berm at least 10' from centerline of track and not more than 24" below top of rail. Unless so indicated on the plans the Contractor will not be required to make the existing section meet this specification and if substandard, the existing section will be maintained.

DEMOLITION OF EXISTING STRUCTURE:

Railroad tracks shall be protected from damage during demolition of existing structure or replacement of deck slab.

During demolition of the deck, a protection shield shall be erected over the track to catch falling debris. The protection shield shall be supported from girders or beams and shall not be lower than allowed temporary clearance. The deck shall be removed by cutting it in sections and lifting out. All cranes and hardware used in picks is to account for a 150% Factor of Safety. Factor of safety implied in crane charts is not to be considered in determination of lifting capacity. Large pieces of deck shall not be allowed to fall on protection shield.

Blasting will not be permitted to demolish a structure over or within railroad right-of-way.

The Contractor shall submit detailed demolition plans, including protection shield details to the Railroad Engineer for approval prior to the start of demolition. The plans shall also indicate the location and capacity of the proposed cranes and estimated lifting loads. The plans shall be prepared by a North Carolina Registered Professional Engineer and shall bear his seal and signature.

BLASTING:

Explosives shall not be used adjacent to any track or other railroad property without the advance approval of the Highway Engineer and the Railroad Engineer, but such approval will not relieve the Contractor of any liability. If use of explosives is permitted, the blasting shall be done with light charges under the direct experienced supervision of a responsible officer or employee of the Contractor, or of the Department of Transportation. Electric detonating fuses or charges shall not be used on account of possible premature explosions resulting from operation of 2-way train radios. Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations.

No blasting shall be done without an authorized Railroad representative present, who will determine the approximate location of trains in order that the Contractor can be certain whether or not sufficient time will be available for blasting and subsequent cleanup without delaying trains. The Contractor shall notify the Railroad Engineer at least 10 days in advance of blasting to permit arrangement for the presence of an authorized Railroad representative and such flagging service as may be deemed necessary.

The Contractor shall have adequate equipment, labor, and materials at the job site and provide sufficient time to clean up the debris resulting from the blasting without delay to trains. He will at his expense correct any track misalignment or other damage to railroad property resulting from the blasting as directed by the Railroad Engineer. If his actions result in delays to trains, the Contractor shall bear the entire cost thereof.

Blasting shall be discontinued immediately upon notice by the Railroad Engineer or the Highway Engineer that it is too hazardous.

STORAGE OF MATERIALS:

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.

DAMAGES:

The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by railroad traffic.

MAINTENANCE OF DITCHES ADJACENT TO RAILROAD TRACKS:

The Contractor shall submit plans indicating the proposed methods of erosion control during construction, in particular, excavation for the piers and grading.

The Contractor shall exercise necessary precautions to prevent fouling of track ballast and existing ditches in the excavation of material at the proposed structure site. He shall maintain the existing railroad ditches free from obstruction and silt through the duration of his construction operations and upon completion of the structure shall leave the ditches in conditions satisfactory to the Railroad Engineer.

Should material from excavating at the proposed structure site foul the track ballast, the Contractor will be required to clean or replace the fouled ballast under the direction of and to the satisfaction of the Railroad Engineer.

Any cost incurred by the Railroad Company for repairing damage to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid by the Contractor to the Railroad Company.

TEMPORARY RAILROAD GRADE CROSSINGS:

Where the plans show or imply that equipment or materials of any nature must be transported across a Railroad, unless the Department of Transportation has included arrangements for such crossings in its agreement with the Railroad, the Contractor will be required to first obtain authority for its installation, maintenance, and removal from the Railroad Engineer. The Contractor shall execute CSX Railroad's standard private road crossing agreement. Railroad Forces will do all work within two feet of the rail and the Contractor will pay all cost associated with the installation, maintenance and removal of the temporary grade crossing. The Contractor shall arrange for any resulting necessity of watching and flagging and to furnish the Railroad Company with a separate Railroad Protective Liability Policy other than the one required by these special provisions. All the above shall be at no cost to the Department of Transportation.

In the event the Department of Transportation has made arrangements for the Temporary Grade Crossings, the Contractor will need to have a railroad flagman on site during any use of the crossing and the crossings must be physically barricaded during such times that it is not required for use. The Contractor shall construct the road and approaches such that it does not interrupt existing drainage patterns and to the satisfaction of the Railroad. Flagman must be on site for construction and the roadway must be removed upon completion of the project. The Contractor shall restore the property including any drainage ditches. The Contractor's attention is called to the fact that he will not be required to bear the cost of the flagging services required by the Railroad Company or provide any additional railroad insurance except that required by the Insurance Special Provision.

ERECTION PROCEDURE:

The Contractor shall submit a detailed procedure for erecting the spans over railroad tracks. Equipment used for the erection, or removal of structures over railroad facilities, shall have a minimum lifting capacity of one hundred-fifty percent (150%). Factor of safety implied in crane charts is not to be considered in determination of lifting capacity. The procedure shall indicate the capacity of cranes, location of cranes with respect to the tracks and estimated lifting

loads. The erection procedure must follow CSX Construction Guidelines and be prepared by a North Carolina Registered Professional Engineer and shall bear his seal and signature. The procedure must be approved by the Railroad.

FLAGGING PROTECTION OR WATCHMAN SERVICE:

The watchman and flagging service required by the Railroad Company for the safety of railroad operations because of work performed by the Contractor or subcontractors in connection with the construction of the proposed overhead bridge will be provided by CSX Transportation, Inc. and the Contractor's special attention is called to the fact that he will not be required to bear the cost of any watchman or flagging service required by CSX Transportation, Inc., other than that required at any temporary grade crossing, as the Railroad Company will be reimbursed by the Department of Transportation on bills rendered monthly. All bills to be prepared in accordance with the Federal-Aid Policy Guide 23 CFR 646B.

When the Contractor's men or equipment are working within eighteen (18) feet of the nearest rail, over, under or adjacent to the track over which trains are operated, or when work is being performed adjacent to an operated track which may present a hazard to train operations, or when equipment is being used which does, or may infringe on such limits, and at other times, when in the opinion of the Railroad Engineer such protection is necessary, the services of a man or men will be used for flagman or watchman service.

The Contractor shall give 10 days advance notice to the Railroad Engineer in order that flagging service can be arranged and provided. No work shall be undertaken until the flagman, or flagmen, are at the job site. The estimated number and classification of men are shown in the Force Account Estimate.

The estimated cost of Flagging Protection or Watchman Service is shown in the Force Account Estimates prepared by CSX Transportation, Inc., and made a part of the Plans, Specifications and Estimate.

If the Railroad Company for any reason finds it necessary to furnish a watchman or flagman of a different classification from that shown in the Force Account Estimate, bills will be rendered and shall be paid on the basis of the rate of pay for the men used whether that is above or below the rate given. If the rate of pay of any employee that is to be used for watchman or flagging service is changed before the work is started or during the progress of the work, either by law or agreement between the Railroad Company and its employees, or if the tax rates on labor are changed, bills will be rendered by the Railroad Company and paid by the Department of Transportation on the new rates.

The Contractor's attention is also called to the fact that he will be required to carry on his operations which require flagging protection or watchman service in such a manner and sequence that the cost of such will be as economical as possible.

COMPLETION AND ACCEPTANCE OF WORK:

Upon completion of the work, the Contractor shall remove from within the limits of the railroad right of way all machinery, equipment, surplus materials, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat and orderly condition. After the final inspection has been made and work found to be completed in a satisfactory manner acceptable to the Department of Transportation and the Railroad Company, the Department of Transportation will be notified of the Railroad Company's acceptance in writing by the Railroad Engineer within ten (10) days or as soon thereafter as practicable.

At project completion, a complete set of "As Built" plans for the proposed construction shall be submitted to CSXT Bridge Maintenance and Design Group. CSXT will keep these plans on file in Jacksonville for future reference. Please address these plans to:

Mr. Rick Garro
500 Water Street
J-350
Jacksonville, FL 32202

INSURANCE SPECIAL PROVISIONS FOR

CSX TRANSPORTATION, INC.

STRUCTURE

A. In addition to any other forms of insurance or bonds required elsewhere in the contract documents, the Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under 23 CFR 646A for all work to be performed on Railroad right(s)-of-way under the terms of the contract by carrying insurance of the following kinds:

1. CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE:

a. The Contractor shall furnish an original and one copy of the certificates of insurance and one certified copy of the policy to the Department of Transportation as evidence that, with respect to the operations he performs on railroad right-of-way, he carries Commercial General Liability Insurance including "XCU" coverage providing for limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$ 5,000,000 Per Occurrence
Property Damage Liability	\$ 5,000,000 Aggregate

b. 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 the subcontractor to cover his operations on railroad right-of-way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.

c. Certificates of Insurance holders are to be sent to the addressees given below. Certificates shall make reference to the project, milepost and county.

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, N.C. 27699-1556

CSX Transportation, Inc.
Risk Manager
500 Water Street
Jacksonville, Florida
32202

2. RAILROAD PROTECTIVE LIABILITY INSURANCE:

- a. The Contractor shall furnish to the Department of Transportation an original and one duplicate of the Railroad Protective Liability Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury Liability	\$ 5,000,000 Per Occurrence
Property Damage Liability	\$ 10,000,000 Aggregate Per Annual Policy Period
Physical Damage to Property	

- c. The Railroad Protective Liability Policy is to be written on the ISO/RIMA Form No. CG 00 35 10 93 (or updates thereof) including Endorsements CG 28 31 11 85 and IL 00 21 or their equivalents.
- c. The insurer must be financially stable and rated A- or better in A.M. Best & Company's Insurance Reports.
- d. The name and address of Contractor and Department of Transportation must be shown on the Declarations page.
- e. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Named Insured: CSX Transportation, Inc.
 Casualty Insurance Department (J-907)
 500 Water Street
 Jacksonville, Florida 32202

Description and Designation: Removal of existing Bridge No. 2 and construction of a new overhead bridge on US 15-501 over the tracks of CSX Transportation, Inc. in Moore County, North Carolina near Railroad Milepost S-229.1 identified as State Project 33222.1.1 (B-3680) and Federal Project BRSTP-15(11).

- B. The Railroad Protective Liability Policy shall contain a clause requiring that sixty (60) days written notice be given the Department of Transportation and the Railroad Company prior to cancellation or change.

All other policies and certificates shall contain a clause requiring that thirty (30) days written notice be given to the Department of Transportation and the Railroad Company prior to cancellation or change. The notices shall make reference to the project, milepost and county.

NOTICE TO:

CSX Transportation, Inc.
Risk Manager
500 Water St.
Jacksonville, Florida
32202

COPY NOTICE TO:

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, N. C. 27699-1556

- C. All insurance herein before specified shall be carried until the final inspection and acceptance of the project, or that portion of the project within railroad right-of-way, by the Department of Transportation or, in the case of subcontractors, until the Contractor furnishes a letter to the Engineer stating that the subcontractor has completed his subcontracted work within railroad right-of-way to the satisfaction of the Contractor and that the Contractor will accomplish any additional work necessary on railroad right-of-way with his own forces. It is understood that the amounts specified are minimum amounts and that the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, Contractor shall immediately notify the Department of Transportation and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one-half of the aggregate limit, Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department of Transportation and the Railroad Company as to form and amount prior to beginning work on railroad right-of-way.

No extra allowance will be made for the insurance required hereunder; the entire cost of same is to be included in the unit contract price bids for the several pay items.

- E. Evidence of insurance as required above shall be furnished for review to the Department of Transportation at the address shown below after which it will be forwarded by the Department of Transportation to the Railroad.

Send to Department:

NCDOT Rail Division
Engineering & Safety Branch
c/o State Railroad Agent
1556 Mail Service Center
Raleigh, NC 27699-1556

Railroad Site Data:

The following information was received from the Railroad on **October 4, 2005** and is provided as a convenience to the Contractor in bidding this project. This information is subject to change and the Contractor may, at his discretion, contact the Railroad directly to verify its current accuracy. Since this information is shown as a convenience to the Contractor, but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information which occur after the above date of receipt.

Type and number of tracks within 50 ft. of project (mainline, branchline, siding, yard, etc.).

2 – Mainline (1-CSX, 1-ACWR)

Number of trains on affected track per day.

8 Trains per day

Type of trains (passenger or freight).

Freight

Maximum authorized operating speed of trains.

45 mph