



**ERIENET LOCAL DEVELOPMENT  
CORPORATION  
REQUEST FOR PROPOSAL (RFP)**

**PROPOSAL FOR FIBER OPTIC  
INFRASTRUCTURE CONSTRUCTION**

**RFP # 2024-03CI**

**RFP DATE: April 11, 2024  
DUE DATE: April 29, 2024**

**1 Seneca Street, Suite 2900  
Buffalo, NY 14202  
[www.ErieNet.com](http://www.ErieNet.com)**

**INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:**

**Courtney Italia: [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)**

## **1. GENERAL INFORMATION**

The ErieNet Local Development Corporation is seeking proposals from a qualified contractors for fiber optic infrastructure construction services for a middle mile fiber optic network for use by Erie County governments, companies, internet service providers, and other stakeholders on a municipally owned Open Access Network (“OAN”) called ErieNet.

The project is fully funded by the ErieNet LDC using American Rescue Plan (ARP) funds from Erie County. Access to high-speed broadband internet is a necessity for the County’s economy and quality of life. High speed broadband internet is a prerequisite to educating our children; growing our economy; and providing a quality of life which attracts and retains citizens. The intent of the ErieNet LDC’s efforts relative to broadband is to:

- Increase access to high-speed fiber broadband internet for all residents of Erie County; and
- Increase competition and quality within the residential and commercial broadband industry.

More information can be found at:

<https://www3.erie.gov/economicdevelopment/sites/www3.erie.gov/economicdevelopment/files/2021-10/ErieNet-broadband-services.pdf>

The ErieNet LDC has engaged ECC Technologies, Inc. as its Design and Construction Manager for the ErieNet Network.

## **2. GENERAL INFORMATION AND REQUIREMENTS**

ErieNet is seeking contractors to construct fiber optic cable and conduit infrastructure across two (2) bridges in Erie County, NY, 1) Elk St. Bridge over railroad yard, and 2) Niagara St. Bridge over the Scajaquada Creek. The project is expected to begin in June of 2024, with completion within 100 days of contract execution.

- A.** Firms are encouraged to include Certified Minority Owned and Women Owned Business Enterprises (MBE/WBE) in their teams to meet goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- B.** If you are unable to meet the MBE/WBE goals, then include in your proposal a letter of explanation as to why, and what measures (due diligence) were taken to identify a valid M/WBE subcontractor.

## C. New York State Labor Law Requirements

### a. General

The Contractor acknowledges this project is a public work and Contractor shall comply with all applicable provisions of the New York State Labor Law (“Labor Law”), including without limitation, the specific provisions cited in this Section.

### b. Working Hours

Contractor specifically agrees to comply with Labor Law Article 8 (§200 et seq.), including, but not limited to, the requirements that:

1. No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.
2. The wages to be paid to each laborer, worker, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents for a legal day’s work shall be not less than the prevailing rate of wages as defined by the Labor Law.
3. Each laborer, workman or mechanic employed by the Contractor, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.
4. The minimum hourly rate of wage to be paid shall be not less than as designated by the Industrial Commissioner.
5. The Contractor’s and any Subcontractor’s or other person’s filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the Owner’s payment of any sums due and owing to the Contractor, Subcontractor or other party for work done on or with respect to the Project.

### c. Wage Rates

Contractor specifically agrees, as required by the Labor Law, that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

1. the prevailing wage rates as provided in Labor Law Section 220 as amended, or,
2. the minimum wage rates as provided in Labor Law Section 220-d, as amended.

d. Contractor shall comply with prevailing wage rates as issued by the State of New York Department of Labor for the location and duration of this Project.

e. Contractor shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

f. Anti-Discrimination

Contractor specifically agrees, as required by the provisions of Section 220-e of the Labor Law, as amended, that:

1. In the hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sexual orientation, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contract on account of race, creed, color, sexual orientation, or national origin.

3. There may be deducted from the amount payable to the Contractor by the LDC under the contract a penalty at fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

4. The contract may be canceled or terminated by the LDC, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

g. Sexual Harassment Training

Contractor hereby certifies that each employee assigned by the Contractor to the Project shall annually complete Sexual Harassment Prevention Training that meets or exceeds Section 201-g of the New York Labor Law. Upon request by the LDC, Contractor shall provide the LDC with a copy of Contractor's Sexual Harassment Prevention Training Program and proof of each employee's annual completion of such Sexual Harassment Prevention Training. Contractor shall indemnify, defend and hold the LDC and Contractor's employees, officers, directors and board members harmless from and against any and all claims, suits, actions, debts, liabilities, fines, penalties and expenses, including, attorneys' fees, arising from or caused by Contractor or any of Contractor's employees, subcontractors, suppliers or agents failure to comply with Section 201-g of the New York Labor Law.

**D. Schedule**

RFP Advertisement	April 11, 2024
Pre-Bid Call	April 17, 2024
RFP Questions Due	April 18, 2024
RFP Questions Response Due	April 22, 2024
RFP Due Date	April 29, 2024

Proposals must be submitted no later than 4:00 pm on April 29, 2024.

**E. Inquiries.** All inquiries concerning this RFP are to be either mailed or emailed to:

ErieNet LDC  
1 Seneca St., 29th Fl  
Buffalo, New York 14203  
[Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)

**F. Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by ErieNet.

**G. Interpretation and Addenda**

Interpretation of this document shall be the responsibility of ErieNet and their representatives. All questions regarding the meaning and intent of this RFP shall be addressed to the Issuing Office. Answers to all questions will be in the form of written addenda and will be provided to all prospective proposers. Interpretations, corrections, or changes made in any other manner will not be binding. Upon mailing, any addendum will become part of these specifications to the same extent as though originally included herein and will become binding upon all proposers.

**H. Instructions to Prospective Contractors/Submission of Proposals**

All firms wishing to participate in this process must register electronically to [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)

Also to participate in the pre-bidcall, please register via email to [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)

**\*\* Proposals shall be emailed to [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com) with subject line reading “Request for Proposal for Fiber Optic Infrastructure Construction.”** Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Offeror to ensure that the proposal is received by ErieNet, by the date and time specified above. Late proposals will not be considered.

- a. Proposals shall be in a pdf format and emailed to [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)
- b. Proposals are required to be submitted by 4:00 pm on **April 29, 2024**. There will not be a public opening of contractor proposals.
- c. Proposers MUST sign the Proposal Certification attached hereto as Schedule A. Unsigned proposals will be rejected.

## RESPONDENTS

- A. Right to Reject.** ErieNet reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
- B. Small and/or Minority-Owned Businesses.** Efforts will be made by ErieNet to utilize small businesses, women and/or minority owned businesses.
- C. Notification of Award.** It is expected that a decision selecting the successful Firm will be made within four (4) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful Offeror, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful consultant.
- D.** No proposal will be accepted from, nor any agreement awarded to any proposer that is in arrears related to any debt or in default of any obligation owed to the LDC or Erie County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the LDC or Erie County.
- E.** ErieNet will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.
- F.** ErieNet reserves the right to amend this RFP. ErieNet reserves the right to reject any or all proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of ErieNet. ErieNet reserves the right to request additional information from any proposer.

## 3. PERMITS

ErieNet will obtain all agreements related to easements required to permanently place the duct and all related pathway facilities. Supporting documents and drawings will be provided by ErieNet. All permit costs will be handled as a reimbursable expense to the project and need not be built into the proposal pricing.

#### **4. SCOPE OF SERVICES**

##### **A. Project 1-Elk Street bridge**

1. Labor and materials to install approximately 677' of four inch galvanized conduit on the side of the Elk Street bridge over the train yard, located between Smith Street and Lee Street, in the City Of Buffalo, NY, per the attached engineering drawings.
2. Labor and materials to install two 24" X 36" handholes at each end of the conduit build.
3. A pull rope will be placed in the conduit from handhold to handhole by the contractor.
4. It is anticipated that construction will be done in Q2, 2024, pending the obtaining of permits from the various railroad companies and the City of Buffalo. All permits will be obtained by ErieNet, and hard copies must be on-site at all times.
5. The scheduling and cost of traffic control is the responsibility of the contractor.
6. The scheduling of any required railroad flaggers is the responsibility of the contractor. The cost of railroad flaggers is the responsibility of the contractor and is billable to ErieNet at cost +10%.

##### **B. Project 2-Niagara Street bridge**

1. Labor and materials to install approximately 75' of four inch galvanized conduit on the side of the Niagara Street bridge over the Scajauada Creek, located between north of Forest Ave, in the City Of Buffalo, NY, per the attached engineering drawings.
2. Labor and materials to install two 24" X 36" handholes at each end of the conduit build.
3. A pull rope will be placed in the conduit from handhold to handhole by the contractor.
4. It is anticipated that construction will be done in Q2, 2024, pending the obtaining of permits from the the City of Buffalo. All permits will be obtained by ErieNet, and hard copies must be on-site at all times.
5. The scheduling and cost of traffic control is the responsibility of the contractor.

- C. The services and materials to be provided under this Contract, in accordance with the Contract Documents, consists of supplying and delivering all materials, equipment, labor and incidentals necessary or convenient for the construction of fiber optic infrastructure, and carry out all of the duties and obligations imposed upon the Contractor by the RFP, RFP Drawings (Schedule C), RFP Specifications and ErieNet Construction Agreement.

The main features of the work shall include, but not be limited to the following:

1. Provide labor, materials, equipment, and services as specified.
2. ErieNet will provide the fiber cable and will have it shipped to the Contractor's facility.
3. All equipment shall be new, and UL listed.
4. All materials furnished and all work performed shall comply with all State, County and Local Codes and ErieNet LDC contract terms and conditions.
5. All equipment and work shall comply with FCC regulations.
6. Contractor is responsible for providing a warehouse, personnel, and equipment to complete the project.

- D. The following notes are integral to the Contract:

1. All Bidders are herein notified to review **all** information in the RFP.
2. The Contractor is responsible to submit to the Construction Manager (ECC Technologies, Inc.), within two weeks of Contract award, a complete schedule of all activities necessary to complete the Contract Work, including but not limited to: submittal schedule, weekly updates of a three-week look-ahead schedule, and manpower loading schedule. The Contractor shall participate with developing on overall schedule integrating their activities with the other contractors (i.e., utilities and ErieNet/County DPW's), while meeting the parameters of the contract schedule.
3. All shop drawings and/or submittals shall be provided for review within ten (10) days. Submittals for each specification section will need to be transmitted as a complete package. This includes but is not limited to shop drawings, catalogue cuts, literature, sample warranties, samples, and detailed installation instructions.
4. The Contractor is required to prepare and submit for approval a site-specific safety plan. The Contractor is also required to implement and maintain a project specific safety program. The Contractor shall submit their safety program to the Construction Administrator for approval, prior to the start of the Work of the Contract. The program shall include company safety philosophy, history, an action plan, manuals; hazardous communications sheets (MSDS), OSHA filings, safety meeting minutes, and a reporting system for any accidents or injuries.



5. The Contractor, before installation of any materials, shall examine the materials which are to be applied and shall notify the Construction Administrator in writing of all defects which would affect the quality and appearance of the Work applied in place.
6. The Contractor shall provide all de-watering temporary shoring, bracing, supports, or protection systems needed to complete the Work of their Contract. The Contractor is responsible, individually, and collectively, for maintaining safe working conditions and procedures at all times. In addition, they must protect all Owner facilities, personnel, and activity areas. The Contractor is responsible for de-watering and erosion control, if required by permit.
7. The Contractor is responsible for the layout and survey of their own work, unless otherwise noted in the Invitation to Bid.
8. The Contractor is responsible for providing adequate manpower as needed throughout the course of the project to maintain the overall construction schedule.
9. The Contractor is required to clean their work area at the end of each workday. The Contractor shall provide daily debris removal to dumpsters provided by the Contractor. Failure to comply with cleaning requirements will activate Owner remedies.
10. The Contractor performing sub-grade work shall arrange for underground utility stakeout immediately upon issuance of drawing and obtaining appropriate permits. The Contractor shall be responsible for maintaining these stakeout location marks throughout construction. The Contractor shall obtain the services of a professional utility locating company using underground scanning equipment if necessary.
11. Owner may retain the services of an independent testing laboratory for all special inspections and testing services.
12. The Contractor shall provide, maintain, and remove temporary safety barricades as required to protect open excavations and work as required by OSHA.
13. Dust control shall be the Contractor's responsibility, if required.
14. Location of storage trailers, dumpsters, etc. must be approved by ErieNet or the Construction Administrator prior to staging on the project site(s).
15. Construction workers shall park in areas designated by ErieNet or Construction Administrator. Onsite parking will be provided to the extent possible, but some walking may be necessary.
16. The Contractor is responsible for all material receiving, unloading and hoisting required for its work.
17. Instructions for the preparation of a monthly payment application will be provided upon award of the Contract.
18. Portable toilets shall be provided by the Contractor when required.

19. All spoils for site excavation shall be hauled off of the property and legally disposed of.
  20. The Contractor shall provide full time and on-site supervision from commencement of their work activities until the end of the project. Furnishing items for the job site does not constitute the commencement of work activities. If supervision is reduced or terminated without consent of the Construction Administrator, the Construction Administrator will appoint an individual to manage work under this Contract with all cost borne by the Contractor. The Contractor shall assume all responsibilities for the individual and Work of this Contract.
  21. Anyone found loitering, pandering or engaging in lewd activities, fighting or other rowdy behavior, using profane language or gestures or otherwise disrupting the smooth and efficient flow of work and or activities on the site, will be removed from the job site and prohibited from future work on this project. Proper attire for each respective job shall be worn at all times. Smoking is not permitted on any public property within the three (3) counties (school district facilities included), except at designated locations.
  22. The Contractor is responsible for protection of its own materials and work during installation and until final acceptance. In addition, during the course of work, each Contractor shall provide protection for and be responsible for damage to adjacent work resulting from its operations.
  23. The Contractor shall provide such post-substantial completion services as may be required to complete the closeout process and provide administration for any warranty items which may arise.
  24. If the Contractor is tracking construction debris into public streets, private streets, and parking lots, they will be required to sweep and clean as necessary to return to original condition as directed by the Construction Administrator. Failure to comply with this direction shall result in a back charge to the Contractor.
- E. Scope of Work per Contract
1. This written specification and associated drawings, attachments, etc., together constitute the project specification.
  2. The Work included under this specification is considered to be turn-key. The Contractor shall furnish all materials, labor, equipment, and supplies, as well as perform all operations necessary to complete the installation of this fiber optic network in compliance with the specifications and drawings.
  3. ErieNet's interpretation of the specifications shall be final and binding upon the Contractor.
  4. Should it appear that there is a discrepancy, real or perceived, between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based its proposal on the more expensive manner. ErieNet will have final decision on such matters.

5. The Contractor will provide (unless otherwise provided by ErieNet) and install all of the required materials to form a complete system, whether specifically addressed in this specification or not.
  - a. Measurements provided are for reference purposes. Contractor is responsible for verifying measurements required for project activity.
6. The Contractor is responsible for all employee PPE, UFPO notifications, permits, licenses, safety plans, traffic control, soil erosion, backfill, and restoration work associated with this project.
  - a. All necessary safety signage shall be provided by the Contractor.
  - b. All traffic control cones, and signage shall be provided by the Contractor.
  - c. The Contractor shall provide flaggers for traffic control.
  - d. Restoration shall begin as soon as duct placing operations are completed in each area, or at the direction and per the specifications Erie County, the local cities or towns, or the NYS DOT, where applicable.
  - e. Right-of-Way shall be restored to its original or better condition within 24 hours or as soon as practical following duct and cable placing operations.
  - f. All restoration shall be at the Contractor's expense.
7. The Contractor is required to be proficient in OSHA safety regulations, underground construction (including directional boring), aerial construction, and the installation and testing of complex fiber optic networks.
8. The Contractor shall comply with all manufacturers, NEC, NESC, ANSI/TIA, BICSI, and ASTM specifications, standards, recommendations, and instructions when installing and testing the fiber optic network and associated components.
9. The Contractor shall guarantee that the installation shall be made in accordance with all applicable provisions of OSHA, NESC, Corning SRP, telecommunications industry practices, NEC, local fire and building codes, and FCC rules and regulations.
  - a. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced unless ErieNet indicates otherwise.
  - b. Refer any requirements that are different but apparently equal to the Construction Administrator for a decision before proceeding.
10. The quality of the workmanship for this project shall be subject to inspection by ErieNet or Construction Administrator at any time. Should it be found that the quality of workmanship is not satisfactory, or that the requirements of the specifications are not being met, ErieNet may terminate the Contract and employ an alternative Contractor to fulfill the requirements of the Contract.
  - a. ErieNet will document, in writing, the problem(s) and provide a copy to the Contractor.

- b. The Contractor will have thirty (30) days to repair or resolve the problem.
- c. Determination that the problem has been resolved shall be at the sole discretion of ErieNet.
- d. The existing Contractor shall be liable to ErieNet for all costs incurred on account thereof.

#### F. Materials

1. All materials throughout this installation shall be new and the best of their respective kind. All materials shall be installed in a neat, accurate, professional, and workmanlike manner. All fiber cabling shall be marked with permanent labeling indicating ownership by the LDC and include the LDC answering service number.
2. All products shall conform to applicable standards of the National Electrical Manufacturer's Association and/or the American National Standards Institute and shall be listed by Underwriter's Laboratory. All equipment must be identified as to the manufacturer.
3. The Contractor shall be responsible for protecting all finished work, equipment, supplies, and materials from loss, injury, and/or damages from any cause whatsoever until final acceptance by LDC.

#### G. Drawings and Submittals

The Contractor shall furnish to ErieNet for review and approval, within ten (10) days after the date of the Contract, five (5) sets of illustrations, specifications, shop drawings, and engineering data sheets on all materials proposed to be furnished and installed.

1. ErieNet will promptly review these submittals and return two (2) sets to the Contractor.
2. Each set will be stamped with one of the following:
  - a. Approved as Submitted
  - b. Approved as Noted
  - c. Returned for Correction
  - d. Revise as Noted and Resubmit
3. In the case of 2c or 2d above, the submittal shall either be corrected or revised as indicated and five (5) sets returned to ErieNet for additional review.
4. No construction work shall be started by the Contractor prior to obtaining the approval of these submittals.

5. Drawings or articles so submitted shall be understood to be offered by the Contractor as fulfilling requirements of the Contract, and no approval given by ErieNet shall relieve the Contractor from compliance with the general terms of the specifications in regards to the articles so approved.

#### H. As-Builts

1. Upon completion of installation, the Contractor is required to provide ErieNet with red-lined as-built drawings (in a mutually agreed-upon electronic format) and courtesy copies of all close-out documents. These must be submitted as a condition of the system acceptance and contractor payment.
2. The Contractor is responsible to document as-built information and red-lines, including X, Y, and Z location information for any duct(s) placed. Duct location and depth information should be taken periodically (100' minimum) along straight runs and additionally at changes in horizontal or vertical grade, hand hole locations, at foreign utility crossings and at road or railroad crossings.
  - a. ErieNet Planning staff may coordinate with the Contractor to obtain GPS coordinate data of all underground data transport facilities including, but not limited to manholes, hand holes, duct, inner duct, fiber cable and surface markers. The Contractor shall not backfill or bury any underground facility until ErieNet planning staff have taken GPS coordinate readings.
3. The Contractor shall convert red-line drawings to electronic As-Built's. Upon completion of the construction of this system, the Contractor shall provide the LDC with two sets of completed As-Built drawings and one copy of these drawings in electronic format. The electronic format shall be agreed to by the LDC during the design and engineering phase of the project. These must be submitted as a condition of system acceptance and Contractor payment.

#### I. Facility Registration / Protection

1. All facilities must comply with and be registered and protected by the Underground Facilities Protective Organization (UFPO) and identified to other applicable "Call Before You Dig" services. The awarded contractor is responsible for ensuring this service is provided and maintained over the term of this contract.

#### J. Construction Services

1. The Contractor shall be responsible for construction services pertaining to the installation of the Fiber Optic Infrastructure. Included will be all labor, equipment, (except fiber cable) tools, materials, project management, and other services or components as detailed in the Contractor's Proposal.
2. The Contractor shall be responsible for ensuring that all construction adhere to contract documents and complies with industry standards. The successful completion the "work" will be determined upon inspection by the LDC or designated representative.

3. All work shall meet or exceed appropriate local, city, county, state, or federal codes and regulations. This includes, but is not limited to, OSHA, NEC, and EPA requirements. The Contractor shall work with LDC, Project Engineers, Construction Manager, Contract Administrators, and other designees to secure all required inspections, permits, and/or approvals, unless it is stated otherwise, including any electrical, traffic and safety permits required. The Contractor is responsible to notify UFPO and coordinate all stakeouts required during the construction of this system.
4. The complete fiber optic infrastructure work, materials, and installation, included under the specification and as indicated on the drawings, shall be in strict accordance with and conform to all current local, State of New York regulations, UL labels, National Electrical Code, as well as all other rules, regulations, ordinances of any organization, company or authority having jurisdiction. The Contractor is required to annually test for and certify Stray Voltage compliance as required by the New York State Public Service Commission.
5. The Contractor will be responsible for following all state and local traffic guidelines. In addition, the Contractor will be responsible for following all OSHA safety regulations.
6. The Contractor shall provide all items, articles, materials, operation and/or methods listed, mentioned, or scheduled on the drawings and/or herein including all labor, material, equipment, and all incidentals necessary and required.
7. The Contractor shall be responsible for scheduling of police details and any additional inspectors as required by, local, city, state, or federal jurisdiction, and shall bear all costs associated with such police details and inspectors. Railroad flaggers and Interstate Road closures will be scheduled by the Contractor, and the associated costs will be paid for by ErieNet, LDC.
8. At times it will be necessary to divert the flow of vehicular or pedestrian traffic around construction areas. The Contractor shall furnish all signs, barricades, cones, drums, warning lights, flag persons, or other devices which are required in the "Manual on Uniform Traffic Control Devices", or as otherwise required by state and local governments. The Contractor shall be responsible for obtaining all necessary approvals.
9. The Contractor shall notify owners of existing utilities, at least 48 hours prior to commencing construction. The Contractor is responsible for documentation which includes name of company contacted, name of person contacted, date, time, and U.F.P.O. number. This documentation shall be turned over to the LDC.

10. Depending on the location of the work, the Federal Environmental Protection Agency, the New York State Department of Environmental Conservation, the Army Corps of Engineers, as well as any other State and local agencies may stipulate construction practices and crew's behavior requirements in or around environmentally sensitive areas, such as cultural resource sites. Contractor shall adhere to any such stipulated construction practices and crew behavior requirements.

**K. Right of Way Protection and Restoration**

1. The Contractor shall protect the right-of-way and minimize the damage from construction operation.
2. Approved soil erosion prevention practices shall be used during all construction operations.
3. Contractor shall keep the premises where work is being performed in a neat, clean, and orderly condition at the end of each workday, and upon completion of the work there under, Contractor shall remove all of its tools and equipment from the premises and any debris shall be removed and disposed of by Contractor.
4. All restoration shall be completed as soon as the cable placing operations are completed in these areas, or at the direction and per the specifications of the local ordinance in effect.
5. The right-of-way shall be restored to its original or better condition within 24 hours or as soon as practicable, in the towns, cities and/or village's opinion, following conduit and cable placing operations. All restoration shall be at the Contractor's expense.
6. All terraces, which were removed or damaged, shall be replaced to original or better condition as soon as feasible, in the towns, cities, or village's opinion, following the placing operations. The Contractor shall promptly repair or replace any other property damaged during construction.

**5. PROCUREMENT SPECIFIC REQUIREMENTS**

**A. SUBCONTRACTS**

If the Contractor is proposing to subcontract any of the work, a detailed scope of services as well as submission of sub-Contractor company information, personnel, qualifications, and proof of sufficient insurance must be provided to the LDC for approval. Contractors must provide a list of all proposed Sub-Contractors along with detailed information regarding their financial and technical ability 20 days in advance of commencement of work.

## **B. TIME TO CONSTRUCT**

Contractors are required to provide and coordinate project schedules showing expected timeframes for the construction of the fiber optic network identified in this phase. Timeframes will commence upon completion of Make Ready. Construction schedules and phasing shall be reviewed and approved by the LDC or its authorized designees.

## **C. PRICING**

The Contractor agrees to provide the LDC with their best available price for the duration of the contract. If the Contractor provides a lower cost to any other similarly situated to the LDC, the LDC's charges must be lowered to a matching or lower rate. Contractor shall provide written detail identifying and comparing such best available price to other pricing that it offers.

Construction values for each segment shall be comprised of the unit pricing provided by the contractor times the quantities of work identified for each segment or as identified and attached to this Contract.

## **D. PRICE ESCALATION**

The Contractor may not increase monthly and installation costs quoted in the original proposal for the term of the contract. Any increases in Unit and or other project costs which the Contractor feels are justified will be presented to the LDC for approval. The LDC at its sole discretion will approve pricing changes.

## **E. SURCHARGES**

The Contractor must identify all state and/or federal surcharges, which will be assessed to the LDC, and the current formula used to calculate each surcharge and include these charges in quoted one-time or monthly recurring rates. The LDC is exempt from federal, state, and local taxes and will provide the Contractor its federal registration number upon contract award.

The attached Pricing Matrix provided in the Contractors RFP response located in Appendix B. Changes and or discrepancies in Unit Pricing or anticipated units on each phase of the project shall be brought to the attention of the project consultants and the LDC as soon as identified. Upon verification and approval, units will be adjusted as agreed between all parties.



## **F. PAYMENT**

Payment will be made upon the completion of each segment after receipt and approval of verified OTDR test results, photographic images of work completed, and As-built drawings are received and approved. A 10% retainage will be held on all units until completion of the entire project and the LDC acceptance. ErieNet reserves the right to hold retainage if deficiencies are found on the work that has been invoiced, until such time that any deficiencies are corrected to ErieNet's satisfaction.

Payment will be made upon Construction Administrators approval of invoice and in accordance with New York State Prompt Payment legislation.

## **G. NYS DEPT. OF LABOR PREVAILING WAGE RATE SCHEDULES**

This contract does require the payment of NYS prevailing wage and supplements for Erie County, NY.

## **H. FORCE MAJEURE**

Neither party will be liable for losses, defaults or damages which result from delays in performing any or all of the obligations or responsibilities imposed upon it in any contract resulting from this Request for Proposal because of acts of God, acts of government, earthquakes, floods, or other causes beyond the reasonable control of the party so delayed in, or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

## **6. EXECUTION AND TECHNICAL REQUIREMENTS**

### **A. GENERAL**

- 1) The RFP documents, associated project drawings, proposer's response, and executed agreement, "together" constitute the construction contract.
- 2) Contractor is responsible for project OSP construction, Employee PPE, UFPO notifications, permits, licenses, safety plans, traffic control, soil erosion, backfill and restoration work associated with this project.
  - All necessary safety signage, traffic cones, flagman, etc. shall be provided by the Contractor.
- 3) Contractor is a required to be extremely knowledgeable of OSHA safety regulations, directional boring, aerial construction and the installation, testing and support of complex optical fiber networks.

- 4) The installer shall comply with all manufacturers as well as the LDC's specifications, NESC, ANSI/TIA/EIA, BICSI, & NEC specifications, recommendations and instructions when installing and testing the optical fiber cabling system and associated components.
- 5) Contractor is responsible to keep work area clean, dispose of all debris from the work area at the end of each workday and upon completion of the work.
- 6) Tree trimming: Avoid if at all possible and consider tree guard. If unavoidable, consult with engineer prior to trimming, minimize any approved trimming, and promptly remove trimmings from area.
- 7) The work included under this specification is considered "turn-key". Turn-key as in furnishing all labor, equipment, materials, supplies and performing all operations necessary to complete the installation of this optical fiber system in compliance with the specifications, drawings and cable manufacturer requirements. The Contractor will provide and install all of the required material (except providing fiber cable) to form a complete system whether specifically addressed in this technical specification or not.
  - a. Measurements on drawings are for reference purposes. Contractor is responsible to verify measurements required for project activity.
- 9) The Contractor shall guarantee that the installation shall be made in accordance with all applicable provisions of OSHA, National Electric Safety Code (NESC), Corning SRPs, Telecommunications Industry Practices, National Electric Code (NEC), local Fire and Building codes, and Federal Communications Commission Rules and Regulations.
- 10) Bend radius of the Fiber Optic Infrastructure shall not exceed manufacturer's specifications. Pulling tension on the fiber cable shall not exceed manufacturer's specifications. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the Contractor prior to final acceptance at no cost to the LDC.

#### 11) Splices

All fiber splicing will fusion and accomplished utilizing an ISO 9001 certified, core-alignment fusion splicing machine with current calibration.

- a. Opti Splice Premier M90i Fusion Splicer or the LDC approved equal.
- b. Typical average splice loss is less than 0.02 dB for identical single mode strands.
- c. Splice unit shall be automatic core-alignment.
- d. All fusion splices will be heat shrink sleeve protected.

The Contractor is expected to minimize the number of splices/splice points along the route as each splice increases overall facility loss. All fiber splices shall be fusion performed by manufacturer (fiber cable) certified technicians. Splice cases shall be sized and installed in accordance with manufacturer accepted practice.

The Contractor will be required to re-splice (at the Contractor's sole expense) any splice that exceeds 0.05 dB. If this loss is unattainable after three attempts by the Contractor to correct within specification, the LDC will accept the splice provided the overall end-to-end loss budget is within the required specification. If the end-to-end loss budget exceeds specification, the Contractor will be required to replace the fiber cable (at the Contractor's sole expense) to meet specification.

## **B. FIBER STRAND IDENTIFICATION**

- 1) Industry standard (TIA/EIA-598), 12 color fiber optic, color code shall be utilized:

Strand 1) Blue (BL)	Buffer tube strands 1-12
Strand 2) Orange (OR)	Buffer tube strands 13-24
Strand 3) Green (GR)	Buffer tube strands 25-36
Strand 4) Brown (BR)	Buffer tube strands 37-48
Strand 5) Slate (SL)	Buffer tube strands 49-60
Strand 6) White (WH)	Buffer tube strands 61-72
Strand 7) Red (RD)	Buffer tube strands 73-84
Strand 8) Black (BK)	Buffer tube strands 85-96
Strand 9) Yellow (YL)	Buffer tube strands 97-108
Strand 10) Violet (VI)	Buffer tube strands 109-120
Strand 11) Rose (RS)	Buffer tube strands 121-132
Strand 12) Aqua (AQ)	Buffer tube strands 125-144
- 2) Industry standard, 12 strand fiber buffer tubes shall be utilized.
- 3) Fiber Splicing:
  - a. All splices will be performed by manufacturer (fiber cable) certified Technicians.
  - b. All fiber splices shall be fusion.
  - c. All fiber terminations shall be fusion splice pigtailed APC (angled physical contact) SC/LC connectors to maintain the lowest possible reflectance value.
- 4) Fiber Strand Testing:
  - a. Single mode fiber testing shall meet manufacturer requirements for Extended Warranty certification of fiber installed with this project. Test set-up and performance shall be conducted in accordance with TIA/TSB-140 Tier 2 & ANSI/TIA/EIA-526-7.
  - b. The manufacturers' test sheets provided with each reel shall be included in the project documentation manuals.

- c. The Fiber Optic Cable shall be tested on-the-reel prior to installation but after delivery to the Contractor. Alternatively, the Contractor may forego the on-reel-testing and assume the liability for the quality of the fiber optic cable as per the manufacturer's test results, throughout the length of the project. The use of an OTDR per manufacturer Testing and Documentation procedures will be acceptable for this test. The test results for each fiber and each reel shall be provided to Issuing Office prior to the installation of the cable. Hardcopy test results shall be included in the project documentation manuals.
- d. During fusion splice activity, splice loss information (from splice unit) shall be recorded.
- e. Typical average splice loss is less than 0.02 dB for identical single mode strands.
- f. Splice loss greater than 0.1 dB shall be corrected to less than 0.1 dB.
- g. Two correction attempts shall be made and noted.
- h. Splice loss exceeding 0.1 dB shall be identified as OOS (Out-of-Spec).
- i. After cable placement, splicing and terminating, end-to-end (FDP port-to-port) testing shall be accomplished and documented.
- j. Single mode backbone links shall be tested at 1310 nm and 1550 nm in accordance with TIA TSB-140 Tier 2.
- k. TIA TSB-140 Tier 2 testing includes Tier 1 (light source & power meter) and OTDR trace.
- l. Tier 2 OTDR tests shall utilize launch and receive fiber (such as Fluke NFK3-Launch) to capture loss of first and last connector.
- m. OSP Optical fiber links shall be tested in at least one direction at both operating wavelengths (1310 nm and 1550 nm) to account for attenuation deltas associated with wavelength.

## **C. TECHNICAL SPECIFICATION**

### **1) MANUFACTURERS**

All fiber optic components such as cables, connectors, splice trays, splice closures and associated hardware shall be approved by the cable manufacturer. Notify engineer immediately if any discrepancy is discovered between the LDC requirements /material listed in this specification.

#### **D. LABELING, DOCUMENTATION & ACCEPTANCE**

- 1) The Contractor will be required to label, IAW ANSI/TIA/EIA-606 with machine generated labels, fiber cables and terminated strands with the assignments provided by the LDC prior to completing the installation. Contractor shall supply and place “the LDC Fiber Optic Cable” identification labels, at minimum, on every OSP aerial pole attachment point and each underground point of exposed sheath.
- 2) Upon completion of the installation, the Fiber Optic Infrastructure will be subjected to a thirty consecutive day operational test to determine its reliability. The Contractor shall certify in writing to the LDC that the installation is complete, all documentation provided, and the facility is ready for performance testing. If the results of this operational test are acceptable to the LDC and all documentation has been provided, the LDC will accept the system and authorize payment. If the system fails to perform at 100% capacity for 30 consecutive days, the Contractor will resolve the problem(s) and start the test again beginning with day one. The Contractor will be given a 60-day period in which to successfully complete a 30 consecutive day test. A Corning TAP Certificate identifying 25-year extended warranty is required for acceptance.

#### **E. WARRANTY OF THE FIBER OPTIC INFRASTRUCTURE**

The fiber optic cable manufacturer’s 25-year extended warranty is required for acceptance. The Contractor is expected to warranty all materials, labor, installation and workmanship for the first sixty (60) months following acceptance at no cost to the LDC. If a fiber or connection fails to perform during this period, the Contractor is required to resolve the problem at the Contractor’s sole expense. The only exception to this requirement is when the fiber cable or service is disrupted by a significant outage not directly attributed to the installation or workmanship. Examples of these exceptions are fiber cuts/breaks caused by another party, failure of the conduit system, or fire. In these cases, the selected Contractor will be called and requested to restore service on a Time and Materials (T&M) basis.

### **7. PROCUREMENT EVALUATION & SELECTION PROCESS**

This contract will be awarded in accordance with the Competitive Proposal procurement methods per ErieNet’s Procurement Policy. The intent of this RFP is to award a contract to the responsible firms that qualifications and other factors considered, are most advantageous to ErieNet, based on the opinion of ErieNet’s Board members. Only ErieNet is in the position to determine its own best interest; therefore, ErieNet shall be the sole and final judge in determining the quality and appropriateness of candidates.

All suppliers and vendors should understand that ErieNet is committed to an open, fair, and transparent selection process. All RFP submissions will be reviewed, objectively scored, and ranked. Short listed companies may be interviewed prior to recommendation for selection.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. ErieNet reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- a) Proposer's demonstrated capability to provide the material and services.
- b) Proposer's experience to perform the proposed services.
- c) Proposer's commitment to including Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- d) Proposer's financial ability to provide the services.
- e) Evaluation of the proposer's cost proposal and unit pricing. It should be noted that while price is not the only consideration, it is an important one.
- f) A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- g) An evaluation of the proposer's submitted product specifications and supporting information meets the RFP technical specifications and delivery schedule.
- h) The proposer's presentation at and the overall results of any interview conducted with the proposer.
- i) Proposers must be concise as possible with their responses.

ErieNet may develop a short list of proposals, and interviews/presentations may be required. Scoring and ranking will include the following factors:

**A. VALUE (40%)**

1. Equipment Costs and Unit Pricing
2. Contractor Warranty
3. Manufacturer Warranty

**B. PERFORMANCE (20%)**

1. Completeness and compliance with the RFP documents, including all required submittal information and proposal forms.
2. References with contact information for projects of similar scope and solution completed within last 3 years.
3. Ability to meet or exceed specifications.
4. Distinguishing features of proposed solution

5. Ability to demonstrate vendor financial viability.

**C. Shipping & Delivery Schedule (20%)**

**D. MWBE GOALS (20%)**

The highest-ranking firm after scoring and interviews will be recommended to the ErieNet Board of Director for authorization to enter into contract. Scores and ranking of all firms will be provided to the ErieNet LDC for a final award determination.

**8. STATEMENT OF RIGHTS**

**A. UNDERSTANDINGS**

**Please take notice**, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with ErieNet LDC, and is not a bid under Section 103 of the New York State General Municipal Law.
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with ErieNet for the required services.
- by submitting a proposal, the proposer agrees and understands that ErieNet is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same.
- that any and all counterproposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from ErieNet, its officers, employees or agents, shall not be binding against ErieNet, its officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the ErieNet LDC Board.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that ErieNet reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
  - To reject any or all proposals.
  - To issue amendments to this RFP.

- To issue additional solicitations for proposals
  - To waive any irregularities in proposals received after notification to proposers affected.
  - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals.
  - To conduct investigations with respect to the qualifications of each proposer.
  - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract.
  - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers.
  - To select the proposal that best satisfies the interests of ErieNet and not necessarily on the basis of price or any other single factor.
  - To interview the proposer(s).
  - To request or obtain additional information ErieNet deems necessary to determine the ability of the proposer; and
  - To modify dates.
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from ErieNet for the expenses of preparation. ErieNet assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.
  - While this is an RFP and not a bid, ErieNet reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.
  - ErieNet is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.



## **B. CONTRACT**

After selection of the successful proposer, a formal written contract will be prepared by ErieNet and will not be binding until signed by both parties and, if necessary, approved by the ErieNet LDC Board. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY ERIENET FOR SUBMISSION TO THE ERIENET LDC BOARD FOR APPROVAL. THE APPROVAL OF SAID LDC BOARD MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY ERIENET.

## **C. INDEMNIFICATION AND INSURANCE**

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and ErieNet:

“In addition to, and not in limitation of the insurance requirements contained herein the Vendor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of ErieNet, the Vendor shall indemnify and hold harmless ErieNet, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Vendor or third parties under the direction or control of the Vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and ErieNet, the proposer will be required to provide proof of the insurance coverage described in Schedule B.

Insurance coverage in amount and form shall not be deemed acceptable until approved by ErieNet Attorney.

## **D. PERFORMANCE & MAINTENANCE BOND**

Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price & a Maintenance Bond in an amount at least equal to twenty-five (25%) of the Contract Price, as security for the faithful performance of all Contractor's obligations under the Agreement. These Bonds shall remain in effect at least one (1) year after the date of final payment — Performance Bond and one (1) year after the final acceptance by ErieNet — Maintenance Bond, and be executed by such sureties as:

- (a) Are licensed to conduct business in the state where the Project is located, and
- (b) Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
  - All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the ErieNet.
  - If the surety of any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of Section 5. CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to ErieNet.
  - ErieNet will accept only bonds or notes of the United States of America, New York State, or political subdivisions thereof in lieu of all or part of the cash retainage.
- (c) CONTRACTOR shall execute bonds acceptable to ErieNet as specified herein below:
- (d) Performance Bond: one hundred percent (100%) of contract price and may be in the form of one (1) or two (2) bonds.
- (e) Maintenance Bond: twenty-five percent (25%) of the contract price for one (1) year from the date of final acceptance by the ErieNet.
- (f) CONTRACTOR to provide line item pricing for the performance bond and maintenance bond.

#### **E. NON-COLLUSION**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the ErieNet LDC, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any ErieNet employee, officer or official.

## **F. CONFLICT OF INTEREST**

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of ErieNet or County of Erie. Further, all proposers must disclose the name of any ErieNet or County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with ErieNet. The existence of a conflict shall be grounds for termination of a contract.

## **G. COMPLIANCE WITH LAWS**

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state, and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

## **H. CONTENTS OF PROPOSAL**

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

### **“NOTICE”**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.**

**The proposer requests that such information be used only for the evaluation of the proposal but understands that any disclosure will be limited to the extent that ErieNet considers proper under the law. If ErieNet enters into an agreement with this proposer, ErieNet shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

**“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”**

ErieNet assumes no liability for disclosure of information so identified, provided that ErieNet has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal, which is accepted by ErieNet, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

#### **I. EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does ErieNet have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

**The remainder of page intentionally blank**

## 9. PROPOSAL FORM

Proposal pricing shall include all labor, material, and service costs for a complete project in conformance with this proposal, drawings and the contract documents.

**Elk Street Bridge**                    \$ \_\_\_\_\_

**Niagara Street Bridge**            \$ \_\_\_\_\_

**Performance Bond**                \$ \_\_\_\_\_

**Maintenance Bond**                \$ \_\_\_\_\_

**SCHEDULE A**

**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with ErieNet and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with ErieNet for the required services. The undersigned agrees and understands that ErieNet is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against ErieNet, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of ErieNet and, if necessary, approved by the ErieNet LDC Board.

It is understood and agreed that ErieNet reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that ErieNet reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of ErieNet is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered.

Proposer Company Name: \_\_\_\_\_

Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE B**

**ErieNet Local Development Corporation  
Standard Insurance Requirements**

ErieNet Local Development Corporation requires the following insurance:

Acord 25- Certificate of Insurance providing coverage for the State of New York with an AM Best Rating of A- or higher.

**Commercial General Liability:** Additional insured, Waiver of subrogation and Primary and Non-Contributory. Provide a copy of each endorsement with the certificate of insurance.

Limits of liability coverage no less than:

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Per Occurrence:	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payment (per person)	\$ 5,000

Blanket Additional Insured endorsement to include - Owner, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement - Wording should include any other person or organization you are required to add as an additional insured under the contract or agreement.

**Automobile Liability Insurance:** Automobile liability insurance covering owned, non-owned, and hired vehicles with the limits of \$1,000,000 combined single limit for bodily injury, including death and property damage.

**Umbrella/Excess Liability:** Require a limit of at least \$5,000,000. Coverage responds on a follow form basis and excess over the underlying policy limits. Erie Net LDC shall be names additional insured with coverage on a primary and non-contributory basis.

**Workers Compensation/Disability Insurance:**

The Company and/or Project Owner shall provide evidence of insurance and maintain Workers Compensations/Disability insurance as required by their state of residence.

## Accepted Forms

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C-105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self-Insurer	DB-155	Self-Insured
GSI-105.2	Group Self-Insured		

If a company and/or project owner have no employees, the company and/or project owner shall provide a completed and signed form CE-200

**Certificate of insurance be issued to the following:**

**ErieNet Local Development Corporation**  
1 Seneca St., 29<sup>th</sup> Fl  
Buffalo, NY 14203



**SCHEDULE C**

**DRAWINGS**

**{ATTACHED UNDER SEPARATE COVER}**

# ERIENET BROADBAND SERVICES

DESCRIPTION OF WORK TO BE PERFORMED:

THE WORK AT NIAGARA STREET CONSISTS OF THE INSTALLATION OF NEW STEEL CONDUIT TO THE WEST FASCIA OF THE BRIDGE DECK. THE CONDUIT WILL CARRY FIBER OPTIC CABLES AND CONNECT TO THE PROPOSED OR EXISTING NETWORK NORTH AND SOUTH OF THE BRIDGE.

ALL WORK PERFORMED UNDER THIS CONTRACT TO BE COVERED BY AND IN CONFORMITY WITH THE STANDARD SPECIFICATIONS OF THE STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION, DATED MAY 1, 2023 AND ADDENDUMS WITH SUBSEQUENT MODIFICATIONS ON THESE PLANS AND IN THE ITEMIZED PROPOSAL AND INSTRUCTIONS TO BIDDERS, WITH THE EXCEPTION THAT ALL REFERENCES TO THE METRIC SYSTEM OF MEASUREMENT SHALL BE CONVERTED DIRECTLY TO ENGLISH, WITH THE QUANTITY MEASUREMENT ALL BEING IN ENGLISH UNITS.

NYS DOT STANDARD SHEETS

619-005, 619-010, 619-011, 619-012, 680-02, 680-04



## PLANS FOR THE INSTALLATION OF FIBER OPTIC CABLE CONDUIT ON THE NIAGARA STREET BRIDGE

DRAWING INDEX

SHT. NO.	DWG. NO.	DESCRIPTION
1	ST-01	TITLE SHEET
2	ST-02	GENERAL NOTES
3	ST-03	CONDUIT PLAN
4	ST-04	CONDUIT ELEVATIONS
5	ST-05	CONDUIT DETAILS

MARCH 2024



**DiDonato Associates**  
Engineering and Architecture, P.C.

689 Main Street, Buffalo, NY 14203  
t 716.656.1900 | f 716.656.1987  
didonatoassociates.com

ERIENET – ERIE COUNTY, NEW YORK

TITLE SHEET

DATE: 4/2/2024

**GENERAL NOTES:**

1. THE BRIDGE SHALL BE MAINTAINED IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THE CURRENT VERSION OF THE AASHTO MAINTENANCE MANUAL FOR ROADWAYS AND BRIDGES.
2. EXISTING BRIDGE DESIGN LIVE LOAD: HS 20
3. DETAILS ON THE DRAWING LABELED AS "NOT TO SCALE" ARE INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL CLARITY. ALL OTHER DETAILS FOR WHICH NO SCALE IS SHOWN ARE DRAWN PROPORTIONALLY AND ARE FULLY DIMENSIONED.
4. DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH FIELD CONDITIONS.
5. THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIAL WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE CITY OF BUFFALO OR ErieNET, WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN THE PROPERTY OF THE CITY OF BUFFALO OR ErieNET, THE DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL SOUND THE CONCRETE AT THE LOCATION FOR EACH SUPPORT PRIOR TO INSTALLATION. THE SUPPORT SHALL BE MOVED TO THE NEAREST LOCATION WITH COMPETENT CONCRETE IF HOLLOW CONCRETE IS FOUND.
7. THE CONTRACTOR IS TO REPAIR ANY SPALLED CONCRETE CAUSED BY EXECUTIONS OF THIS WORK. SPALL REPAIRS SHALL BE IN ACCORDANCE WITH SECTION 582, VERTICAL REPAIRS OF THE CURRENT EDITION OF THE NYSDOT STANDARD SPECIFICATIONS WITH ADDENDA. SPALL REPAIRS SHALL BE COMPLETED AT NO ADDITIONAL COST TO THE OWNER.
8. DURING REMOVAL OPERATIONS, THE CONTRACTOR SHALL NOT DROP WASTE CONCRETE, DEBRIS, AND OTHER MATERIAL TO THE AREA BELOW THE BRIDGE EXCEPT WHERE THE PLANS SPECIFICALLY PERMIT THE DROPPING OF MATERIAL. PLATFORMS, NETS, SCREEN, OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH THE MATERIAL. IF ADEQUATE PROTECTIVE DEVICES ARE NOT BEING EMPLOYED, THE WORK SHALL BE STOPPED UNTIL ADEQUATE PROTECTION IS PROVIDED.
9. ALL MATERIAL FALLING ON THE AREA BELOW AND ADJACENT TO THE BRIDGE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO COST TO THE STATE.
10. THE COST OF FURNISHING, INSTALLING, MAINTAINING, REMOVING, AND DISPOSING OF ALL PLATFORMS, NETS, SCREENS, OR OTHER PROTECTIVE DEVICES SHALL BE INCLUDED IN THE BID PRICE.

**MATERIAL NOTES**

1. CONSTRUCTION SPECIFICATIONS: NYSDOT STANDARD SPECIFICATIONS – CONSTRUCTION AND MATERIALS WITH ALL PROVISIONS IN EFFECT AS OF OCT. 1, 2023.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING NYSDOT SPECIFICATIONS UNLESS NOTED ELSEWHERE IN THE CONTRACT DOCUMENTS:  
SECTION 203 – EXCAVATION AND EMBANKMENT  
SECTION 304 – SUBBASE COURSE  
SECTION 582 – REMOVAL AND REPLACEMENT OF STRUCTURAL CONCRETE  
SECTION 608 – SIDEWALK, DRIVEWAYS, BICYCLE PATHS, AND VEGETATIVE CONTROL STRIPS

**CONDUIT NOTES:**

1. THE ZINC COATED METAL STEEL CONDUIT SHALL CONFORM TO THE REQUIREMENTS OF UL 6, CLASS 1 – RIGID METAL CONDUIT.
2. ALL FITTINGS, COUPLINGS, AND EXPANSION FITTINGS SHALL BE ZINC COATED AND SHALL MEET THE SAME SPECIFICATIONS AS THE CONDUITS.
3. CONDUIT OUTLET BODIES SHALL BE GASKETED AND SHALL BE FURNISHED WITH STAINLESS STEEL OR BRASS SCREWS FOR THE COVER.
4. EXPANSION/DEFLECTION FITTINGS SHALL BE METALLICALLY CONNECTED FOR CONTINUITY OF GROUNDING ON EITHER SIDE.
5. EXPANSION/DEFLECTION FITTINGS SHALL BE LOCATED AT ALL EXPANSION JOINTS AND ALLOW FOR UP TO 1.5 IN. OF EXPANSION.
6. THE ZINC COATING ON THE OUTSIDE SURFACES SHALL BE EQUIVALENT TO A MINIMUM THICKNESS OF 0.8 MIL.
7. CONTRACTOR TO INSTALL APPROPRIATE TYPE CONDUIT OUTLET BODIES AS REQUIRED TO ALLOW FOR INSTALLATION OF THE FIBER OPTIC CABLE. PROVIDE SUPPORTS WITHIN 3 FT. OF EACH SIDE OF FITTING.
8. CONDUIT IS TO BE UNSUPPORTED FOR NO GREATER THAN A 10 FT. LENGTH IN STRAIGHT SECTIONS.
9. CONDUIT IS TO BE SUPPORTED WITHIN 3 FT. OF AN OUTLET BOX, JUNCTION BOX, DEVICE BOX, CABINET, CONDUIT BODY, OR CONDUIT TERMINATION.
10. CONDUIT IS TO BE SUPPORTED WITHIN 3 FT. OF BENDS AND EXPANSION OR DEFLECTION FITTINGS.
11. CONDUIT IS TO BE SUPPORTED ON THE FACE OF FASCIA BUMP-OUTS AND WITHIN 3 FT. OF THE BENDS AT THE FASCIA.

**STREAM PROTECTION NOTES:**

DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT OPERATIONS IN SUCH A MANNER AS TO PREVENT OR REDUCE TO A MINIMUM ANY DAMAGE TO ANY STREAM FROM POLLUTION BY DEBRIS, SEDIMENT, CONSTRUCTION MATERIALS OR OTHER FOREIGN MATERIALS, OR FROM THE OPERATION OF EQUIPMENT IN OR NEAR SUCH STREAMS. THE CONTRACTOR SHALL NOT RETURN DIRECTLY TO A STREAM ANY WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THE STREAM TO BECOME POLLUTED WITH SAND, SILT CEMENT, OIL, OR OTHER IMPURITIES. IF THE CONTRACTOR USES WATER FROM A STREAM, THE CONTRACTOR SHALL CONSTRUCT AN INTAKE OR TEMPORARY DAM REQUIRED TO PROTECT AND MAINTAIN WATER RIGHTS AND TO SUSTAIN FISH LIFE DOWNSTREAM.

**UTILITY NOTES:**

EXISTING UTILITIES (LOCATION, SIZES, AND INVERTS) SHOWN ON THE PLANS HAVE BEEN PLOTTED FROM FIELD SURVEYS AND RECORD MAPS AND ARE NOT CERTIFIED AS TO THE ACCURACY OF THEIR LOCATION OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES AND STRUCTURES IN THE PATH OF, CLOSELY PARALLEL TO, OR UNDER, THE PROPOSED CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY UFO, 1-800-962-7962 AND THE VARIOUS UTILITY OWNERS AT LEAST 48 HOURS IN ADVANCE OF COMMENCING ANY WORK, FOR THEM TO LOCATE AND MARK ALL FACILITIES.

ANY DAMAGE INCURRED TO THE EXISTING UTILITIES DUE TO THE CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER. THE CONTRACTOR SHALL BE LIABLE FOR ALL COSTS ASSOCIATED WITH REPAIRS AND/OR REPLACEMENT OF THE DAMAGED UTILITIES.



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**ERINET  
NIAGARA STREET BRIDGE  
CONDUIT SUPPORT**

**CITY OF BUFFALO,  
NEW YORK**

1	4/2/2024	ISSUED FOR PERMIT
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MARK	DATE	DESCRIPTION
ISSUE:		
PROJECT NO:		
DESIGNER PROJECT NO:		23-3483
CAD DWG FILE:		
DRAWN BY:		JJ
CHECKED BY:		JJB
SCALE:		AS NOTED
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SHEET TITLE

**GENERAL NOTES**

DRAWING#

**ST-02**

SHEET# 2 OF 5



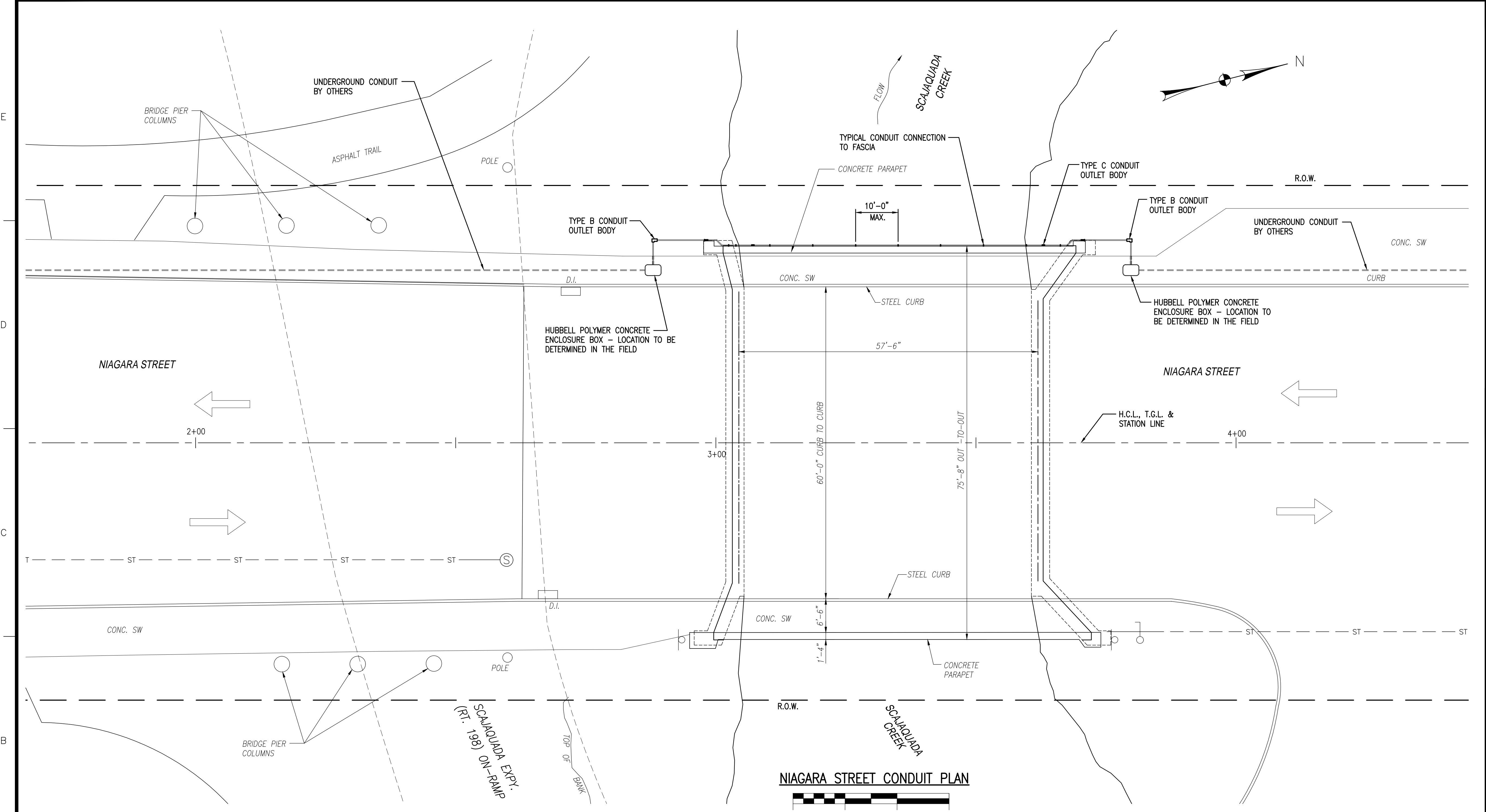
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NEW YORK

1	4/2/2024	ISSUED FOR PERMIT
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ISSUE:		
PROJECT NO:		
DESIGNER PROJECT NO:		23-3483
CAD DWG FILE:		ST-03.DWG
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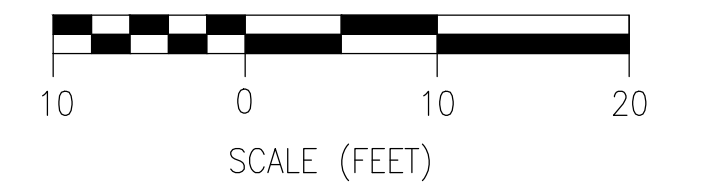
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**CONDUIT PLAN**

DRAWING#  
**ST-03**  
SHEET# 3 OF 5

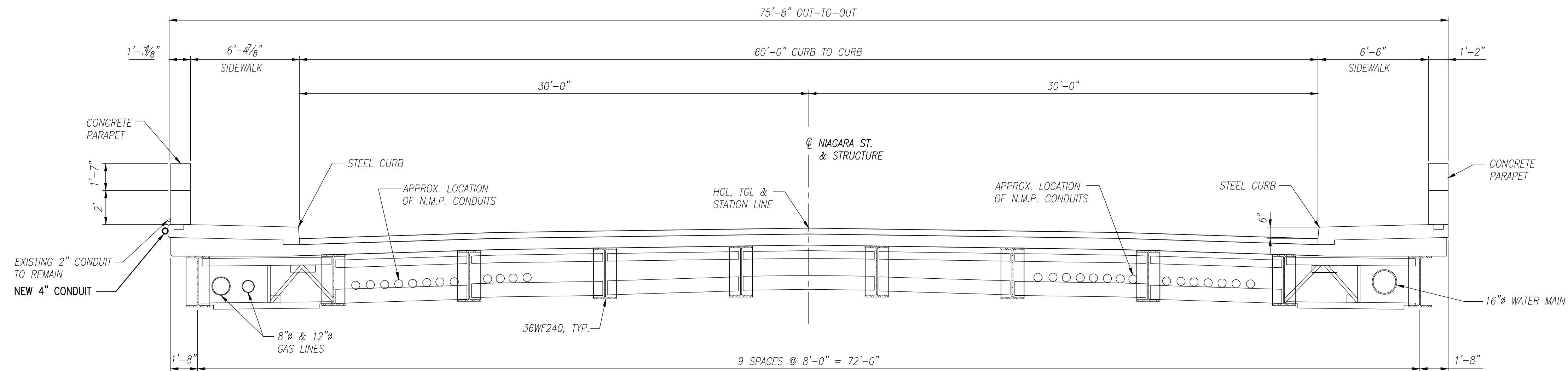


**NIAGARA STREET CONDUIT PLAN**

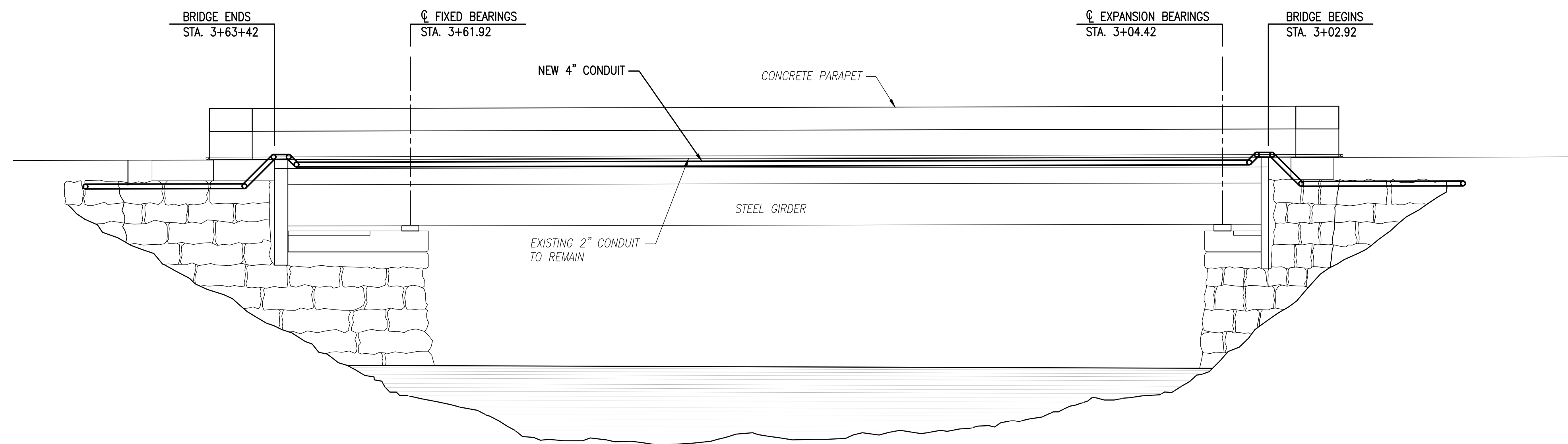


**NOTES:**

- SEE DRAWING ST-04 FOR ELEVATIONS AT ABUTMENTS.
- SEE DRAWING ST-05 FOR CONDUIT DETAILS.



**EXISTING BRIDGE SECTION**  
SCALE: 1/4" = 1'-0"



**ELEVATION**  
NOT TO SCALE

**ERIENET  
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MARK	DATE	DESCRIPTION
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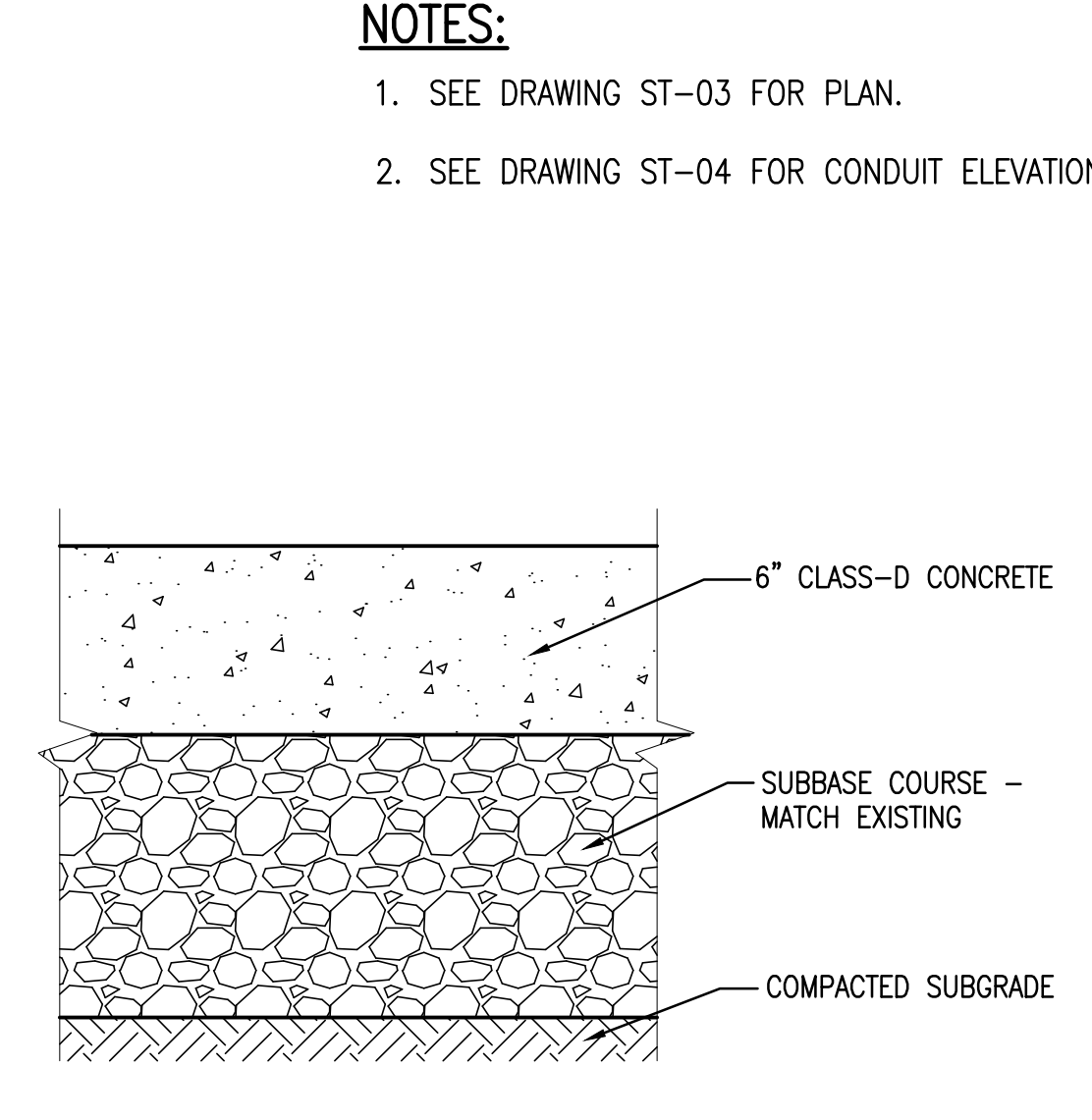
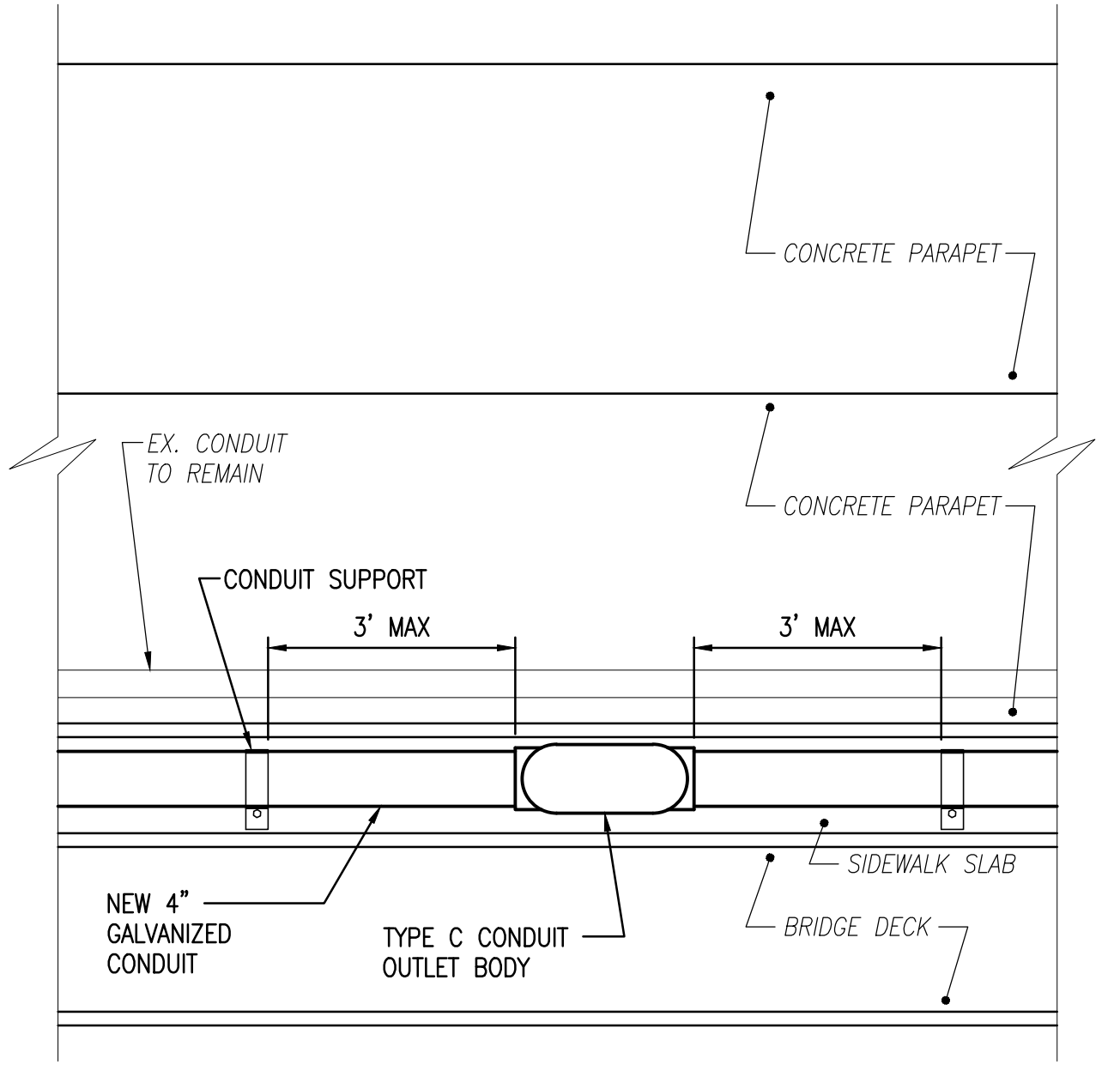
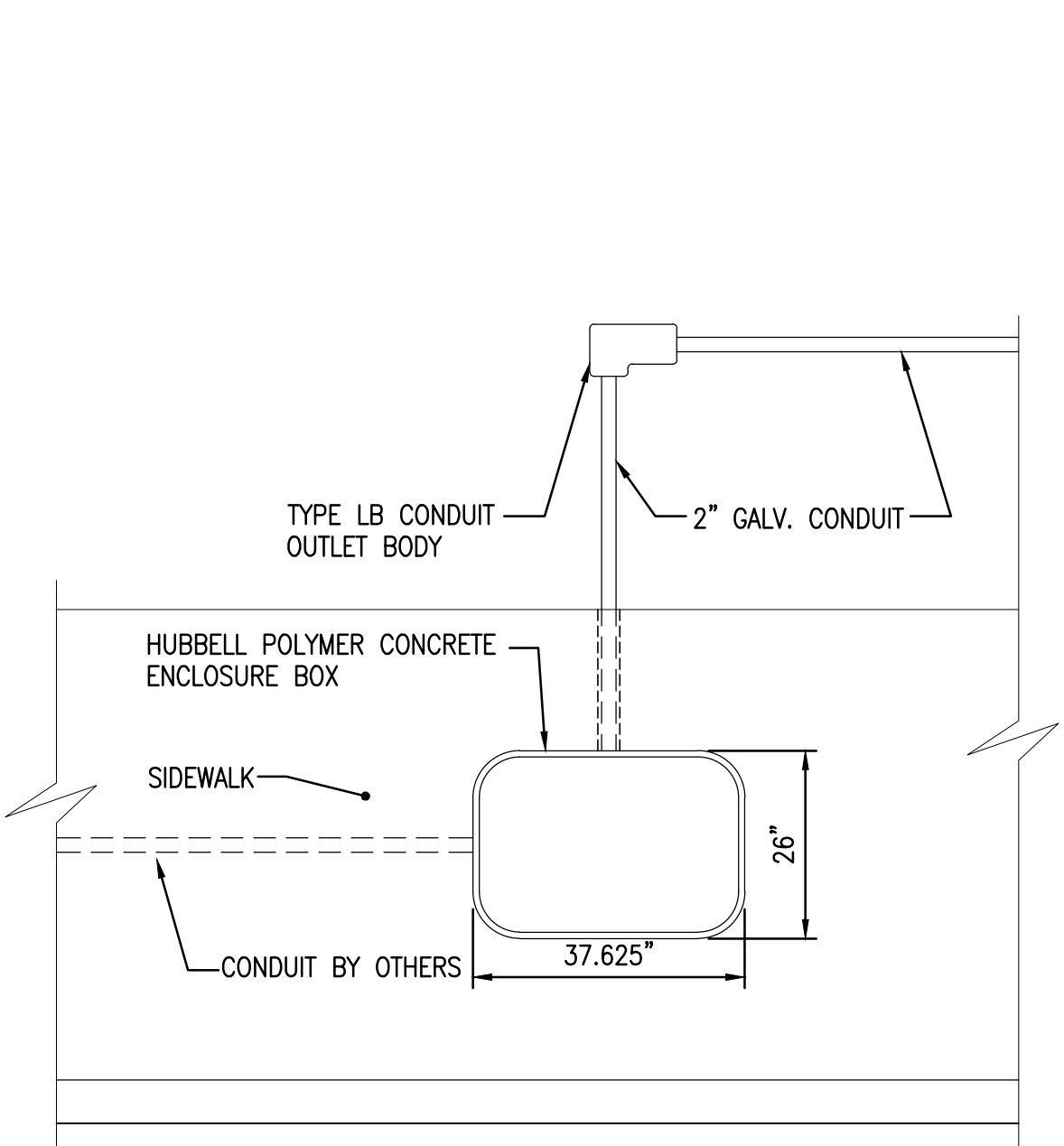
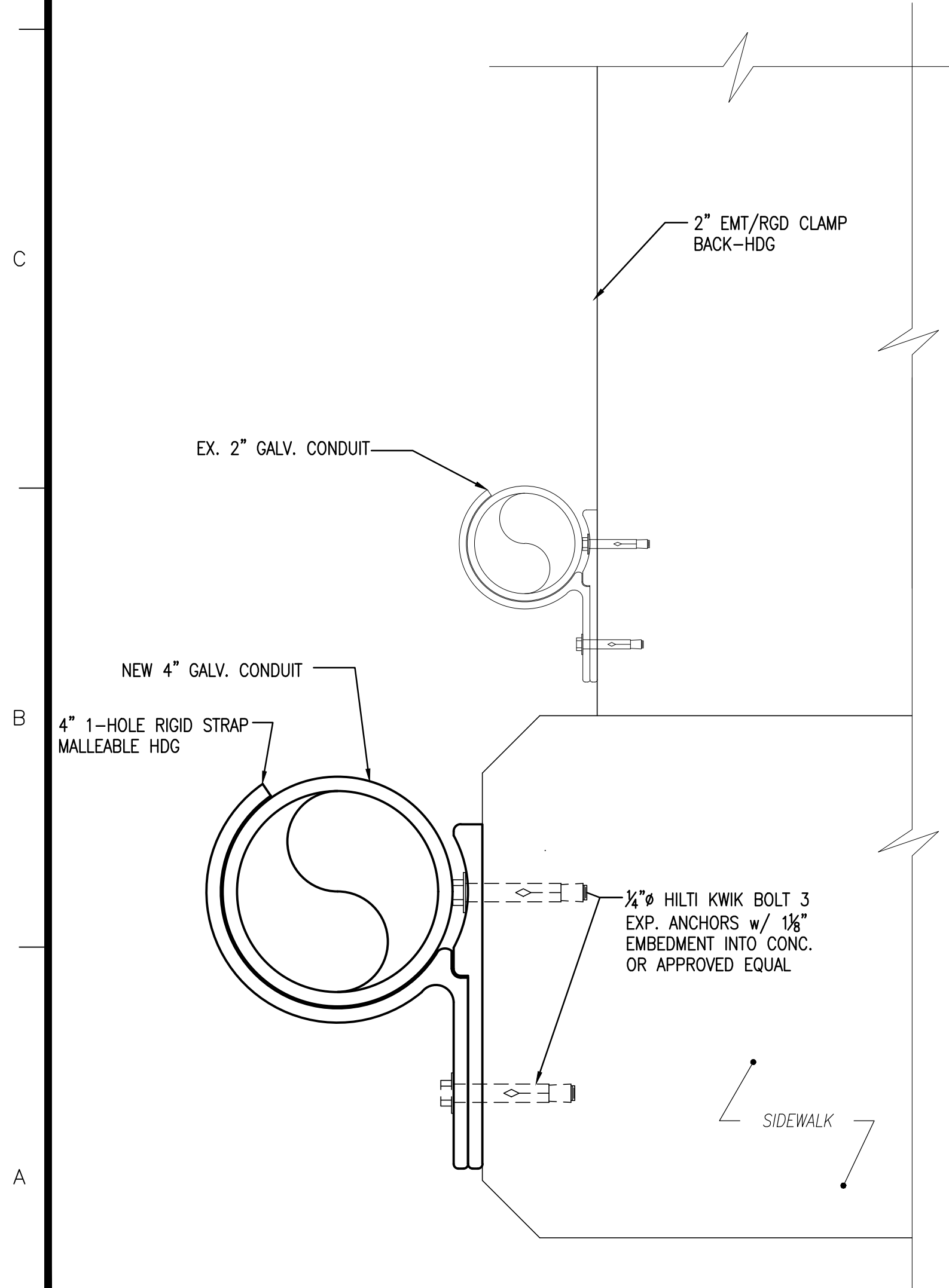
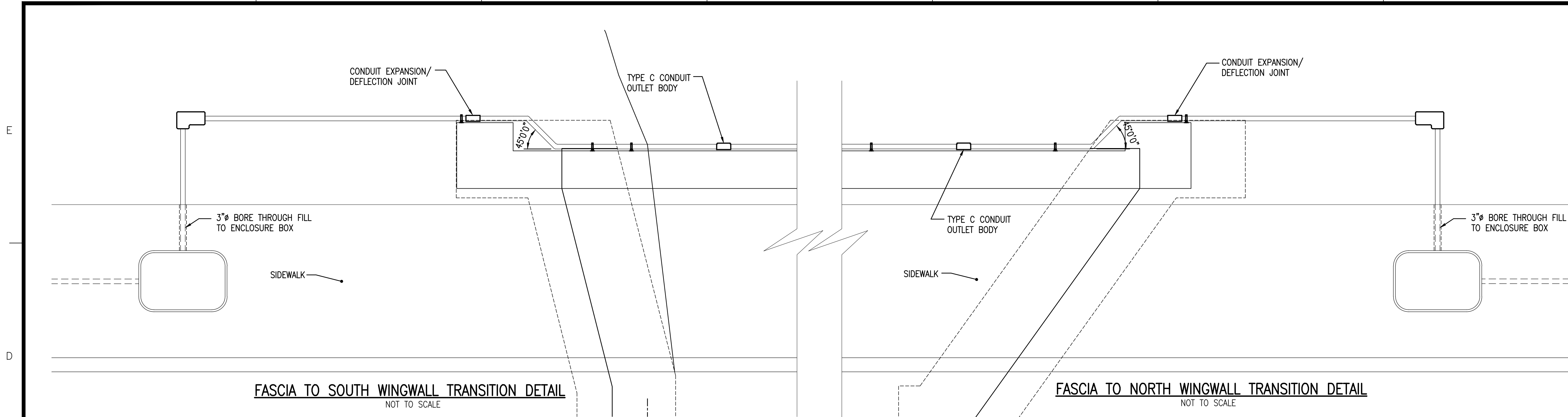
**NOTES:**

- ELEVATION OF CONDUIT INSTALLED ALONG THE WEST WINGWALL TO BE DETERMINED IN THE FIELD TO MATCH CONNECTION AT ENCLOSURE BOX.
- ELEVATION OF CONCRETE CORES THROUGH SOUTH AND NORTH ABUTMENT TO BE DETERMINED IN THE FIELD TO MATCH CONNECTION AT ENCLOSURE BOX.
- INSTALL ADDITIONAL TYPE C CONDUIT OUTLET BODIES AS REQUIRED TO ALLOW FOR ACCESS TO FIBER OPTIC CABLE. PROVIDE SUPPORTS NO MORE THAN 3' FROM EITHER SIDE OF THE OUTLET BODY PER DETAIL ON DRAWING ST-05.
- SEE DRAWING ST-03 FOR PLAN.
- SEE DRAWING ST-05 FOR CONDUIT DETAILS.

SHEET TITLE	
<b>CONDUIT ELEVATIONS</b>	
DRAWING#	<b>ST-04</b>
SHEET#	4 OF 5



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- NOTES:**
- SEE DRAWING ST-03 FOR PLAN.
  - SEE DRAWING ST-04 FOR CONDUIT ELEVATIONS.

**CONDUIT TO FASCIA CONNECTION DETAIL**  
NOT TO SCALE

**ENCLOSURE BOX PLAN DETAIL**  
NOT TO SCALE

**TYPICAL CONDUIT OUTLET BODY DETAIL**  
NOT TO SCALE

**CONCRETE REPAIR DETAIL**  
NOT TO SCALE

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SHEET TITLE  
**CONDUIT DETAILS**

# ERIENET BROADBAND SERVICES

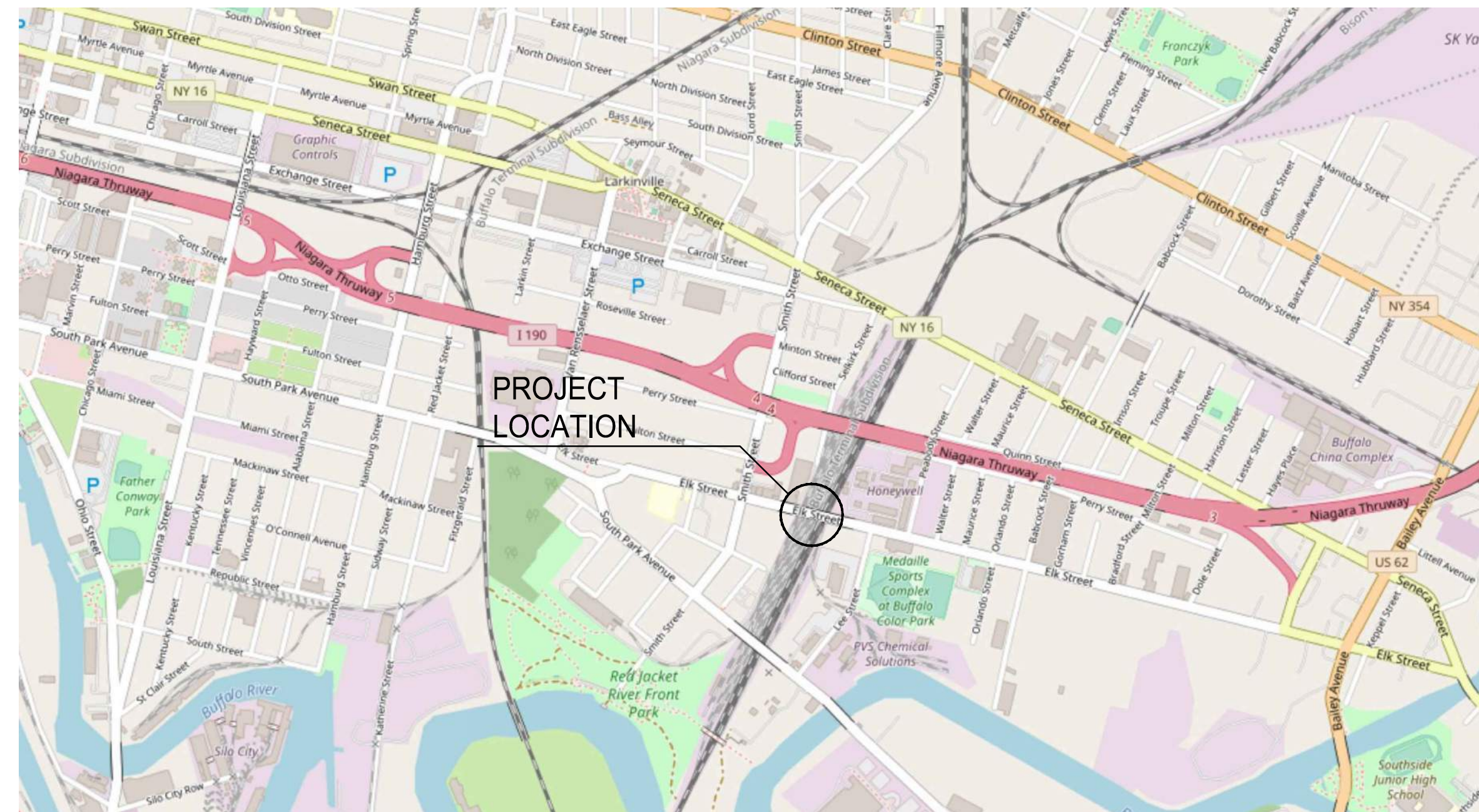
DESCRIPTION OF WORK TO BE PERFORMED:

THE WORK AT ELK STREET CONSISTS OF THE INSTALLATION OF NEW STEEL CONDUIT TO THE SOUTH FASCIA OF THE BRIDGE DECK. THE CONDUIT WILL CARRY FIBER OPTIC CABLES AND CONNECT TO THE PROPOSED OR EXISTING NETWORK EAST AND WEST OF THE BRIDGE.

ALL WORK PERFORMED UNDER THIS CONTRACT TO BE COVERED BY AND IN CONFORMITY WITH THE STANDARD SPECIFICATIONS OF THE STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION, DATED MAY 1, 2023 AND ADDENDUMS WITH SUBSEQUENT MODIFICATIONS ON THESE PLANS AND IN THE ITEMIZED PROPOSAL AND INSTRUCTIONS TO BIDDERS, WITH THE EXCEPTION THAT ALL REFERENCES TO THE METRIC SYSTEM OF MEASUREMENT SHALL BE CONVERTED DIRECTLY TO ENGLISH, WITH THE QUANTITY MEASUREMENT ALL BEING IN ENGLISH UNITS.

NYS DOT STANDARD SHEETS

619-005, 619-010, 619-011, 619-012, 680-02, 680-04



## PLANS FOR THE INSTALLATION OF FIBER OPTIC CABLE CONDUIT ON THE ELK STREET BRIDGE

MAY 2023

DRAWING INDEX

SHT. NO.	DWG. NO.	DESCRIPTION
1	ST-01	TITLE SHEET
2	ST-02	GENERAL AND RAILROAD NOTES
3	ST-03	RAILROAD NOTES
4	ST-04	RAILROAD NOTES
5	ST-05	RAILROAD NOTES
6	ST-06	CONDUIT PLAN
7	ST-07	CONDUIT ELEVATIONS
8	ST-08	CONDUIT DETAILS



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ERIENET – ERIE COUNTY, NEW YORK

TITLE SHEET

DATE: 05/12/2023

**GENERAL NOTES:**

1. THE BRIDGE SHALL BE MAINTAINED IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THE CURRENT VERSION OF THE AASHTO MAINTENANCE MANUAL FOR ROADWAYS AND BRIDGES.
2. EXISTING BRIDGE DESIGN LIVE LOAD: HS 20
3. THE CONTRACTOR SHALL CONDUCT THE WORK IN ACCORDANCE WITH §105-09 – WORK AFFECTING RAILROADS OF THE NYS DOT STANDARD SPECIFICATIONS – CONSTRUCTION AND MATERIALS AND IN ACCORDANCE WITH ALL CONDITIONS AND/OR RESTRICTIONS PROVIDED IN THE ACCESS AGREEMENT WITH THE RAILROADS.
4. DETAILS ON THE DRAWING LABELED AS "NOT TO SCALE" ARE INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL CLARITY. ALL OTHER DETAILS FOR WHICH NO SCALE IS SHOWN ARE DRAWN PROPORTIONALLY AND ARE FULLY DIMENSIONED.
5. DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH FIELD CONDITIONS.
6. THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIAL WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE CITY OF BUFFALO OR ErieNET, WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN THE PROPERTY OF THE CITY OF BUFFALO OR ErieNET, THE DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL SOUND THE CONCRETE AT THE LOCATION FOR EACH SUPPORT PRIOR TO INSTALLATION. THE SUPPORT SHALL BE MOVED TO THE NEAREST LOCATION WITH COMPETENT CONCRETE IF HOLLOW CONCRETE IS FOUND.
8. THE CONTRACTOR IS TO REPAIR ANY SPALLED CONCRETE CAUSED BY EXECUTIONS OF THIS WORK. SPALL REPAIRS SHALL BE IN ACCORDANCE WITH SECTION 582, VERTICAL REPAIRS OF THE CURRENT EDITION OF THE NYS DOT STANDARD SPECIFICATIONS WITH ADDENDA. SPALL REPAIRS SHALL BE COMPLETED AT NO ADDITIONAL COST TO THE OWNER.
9. DURING REMOVAL OPERATIONS, THE CONTRACTOR SHALL NOT DROP WAST CONCRETE, DEBRIS, AND OTHER MATERIAL TO THE AREA BELOW THE BRIDGE EXCEPT WHERE THE PLANS SPECIFICALLY PERMIT THE DROPPING OF MATERIAL. PLATFORMS, NETS, SCREEN, OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH THE MATERIAL. IF ADEQUATE PROTECTIVE DEVICES ARE NOT BEING EMPLOYED, THE WORK SHALL BE STOPPED UNTIL ADEQUATE PROTECTION IS PROVIDED.
10. ALL MATERIAL FALLING ON THE AREA BELOW AND ADJACENT TO THE BRIDGE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO COST TO THE STATE.
11. THE COST OF FURNISHING, INSTALLING, MAINTAINING, REMOVING, AND DISPOSING OF ALL PLATFORMS, NETS, SCREENS, OR OTHER PROTECTIVE DEVICES SHALL BE INCLUDED IN THE BID PRICE.
12. FOR ACCESS TO THE EAST ABUTMENT, SPANS 7 AND 8, COORDINATE WITH THE POWERHOUSE EVENT CENTER.  
CONTACT: TESS WILLIAMS, PROJECT MANAGER –  
OFFICE: (716) 856-3333 EXT.317  
CELL: (716) 570-0404
- FOR ACCESS TO THE WEST ABUTMENT, SPANS 1 AND 2 FROM BELOW,
13. COORDINATE WITH BUFFALO CORE SUPPLY: (716) 342-2079.

**MATERIAL NOTES**

1. CONSTRUCTION SPECIFICATIONS: NYS DOT STANDARD SPECIFICATIONS – CONSTRUCTION AND MATERIALS WITH ALL PROVISIONS IN EFFECT AS OF MAY 1, 2023.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING NYS DOT SPECIFICATIONS UNLESS NOTED ELSEWHERE IN THE CONTRACT DOCUMENTS:  
SECTION 203 – EXCAVATION AND EMBANKMENT  
SECTION 304 – SUBBASE COURSE  
SECTION 582 – REMOVAL AND REPLACEMENT OF STRUCTURAL CONCRETE  
SECTION 608 – SIDEWALK, DRIVEWAYS, BICYCLE PATHS, AND VEGETATIVE CONTROL STRIPS

**CONDUIT NOTES:**

1. THE ZINC COATED METAL STEEL CONDUIT SHALL CONFORM TO THE REQUIREMENTS OF UL 6, CLASS 1 – RIGID METAL CONDUIT.
2. ALL FITTINGS, COUPLINGS, AND EXPANSION FITTINGS SHALL BE ZINC COATED AND SHALL MEET THE SAME SPECIFICATIONS AS THE CONDUITS.
3. CONDUIT OUTLET BODIES SHALL BE GASKETED AND SHALL BE FURNISHED WITH STAINLESS STEEL OR BRASS SCREWS FOR THE COVER.
4. EXPANSION/DEFLECTION FITTINGS SHALL BE METALLICALLY CONNECTED FOR CONTINUITY OF GROUNDING ON EITHER SIDE.
5. EXPANSION/DEFLECTION FITTINGS SHALL BE LOCATED AT ALL EXPANSION JOINTS AND ALLOW FOR UP TO 1.5 IN. OF EXPANSION.
6. THE ZINC COATING ON THE OUTSIDE SURFACES SHALL BE EQUIVALENT TO A MINIMUM THICKNESS OF 0.8 MIL.
7. CONTRACTOR TO INSTALL APPROPRIATE TYPE CONDUIT OUTLET BODIES AS REQUIRED TO ALLOW FOR INSTALLATION OF THE FIBER OPTIC CABLE. PROVIDE SUPPORTS WITHIN 3 FT. OF EACH SIDE OF FITTING.
8. CONDUIT IS TO BE UNSUPPORTED FOR NO GREATER THAN A 10 FT. LENGTH IN STRAIGHT SECTIONS.
9. CONDUIT IS TO BE SUPPORTED WITHIN 3 FT. OF AN OUTLET BOX, JUNCTION BOX, DEVICE BOX, CABINET, CONDUIT BODY, OR CONDUIT TERMINATION.
10. CONDUIT IS TO BE SUPPORTED WITHIN 3 FT. OF BENDS AND EXPANSION OR DEFLECTION FITTINGS.
11. CONDUIT IS TO BE SUPPORTED ON THE FACE OF FASCIA BUMP-OUTS AND WITHIN 3 FT. OF THE BENDS AT THE FASCIA.

**GENERAL RAILROAD NOTES**

1. CONTRACTOR IS REQUIRED TO SUBMIT DETAILED ACCESS PLANS TO THE RAILROAD FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
2. NO TEMPORARY GRADE CROSSINGS FOR CONSTRUCTION ACCESS OR ACTIVITIES WILL BE PERMITTED.
3. TEMPORARY REDUCTIONS IN HORIZONTAL CLEARANCE WILL NOT BE ALLOWED.
4. 23'-0", OR EXISTING VERTICAL CLEARANCE IF LESS THAN 23'-0", SHALL ABE MAINTAINED AS MINIMUM VERTICAL CLEARANCE. TEMPORARY REDUCTIONS IN VERTICAL CLEARANCE DURING CONSTRUCTION WILL NOT BE PERMITTED.
5. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT ON THE RAILROAD'S PROPERTY OR WHERE THEY MAY POTENTIALLY INTERFERE WITH THE RAILROAD'S OPERATIONS.
6. ALL WORK ACTIVITY WITH POTENTIAL TO FOUL THE TRACKS MUST OCCUR BETWEEN TRAIN MOVEMENTS AND MUST BE COORDINATED WITH THE RAILROAD FLAGMAN. NO TRAIN SCHEDULE WILL BE PROVIDED.
7. CONTRACTOR SHALL STAGE ALL MATERIALS AND PROVIDE ACCESS TO PERFORM WORK FROM BRIDGE DECK OVER RAIL ROADS.



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ELK STREET BRIDGE  
CONDUIT SUPPORT  
  
CITY OF BUFFALO,  
NEW YORK


MARK	DATE	DESCRIPTION
ISSUE:		
PROJECT NO:		
DESIGNER PROJECT NO:		23-3401
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SHEET TITLE

**GENERAL AND RAILROAD NOTES**

DRAWING#  
**ST-02**  
SHEET# 2 OF 8



**CSXT SPECIAL PROVISIONS**

**AUTHORITY OF CSXT ENGINEER**

- I. THE CSXT REPRESENTATIVE SHALL HAVE FINAL AUTHORITY IN ALL MATTERS AFFECTING THE SAFE MAINTENANCE OF CSXT OPERATIONS AND CSXT PROPERTY, AND HIS OR HER APPROVAL SHALL BE OBTAINED BY THE AGENCY OR ITS CONTRACTOR FOR METHODS OF CONSTRUCTION TO AVOID INTERFERENCE WITH CSXT OPERATIONS AND CSXT PROPERTY AND ALL OTHER MATTERS CONTEMPLATED BY THE AGREEMENT AND THESE SPECIAL PROVISIONS.
- II. INTERFERENCE WITH CSXT OPERATIONS
  - A. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGE TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS ON CSXT'S PROPERTY OR RIGHT-OF-WAY. AGENCY OR ITS CONTRACTOR SHALL STORE MATERIALS SO AS TO PREVENT TRESPASSERS FROM CAUSING DAMAGE TO TRAINS, OR CSXT PROPERTY. WHENEVER WORK IS LIKELY TO AFFECT THE OPERATIONS OR SAFETY OF TRAINS, THE METHOD OF DOING SUCH WORK SHALL FIRST BE SUBMITTED TO THE CSXT REPRESENTATIVE FOR APPROVAL, BUT SUCH APPROVAL SHALL NOT RELIEVE AGENCY OR ITS CONTRACTOR FROM LIABILITY IN CONNECTION WITH SUCH WORK.
  - B. IF CONDITIONS ARISING FROM OR IN CONNECTION WITH THE PROJECT REQUIRE THAT IMMEDIATE AND UNUSUAL PROVISIONS BE MADE TO PROTECT TRAIN OPERATION OR CSXT'S PROPERTY, AGENCY OR ITS CONTRACTOR SHALL MAKE SUCH PROVISION. IF THE CSXT REPRESENTATIVE DETERMINES THAT SUCH PROVISION IS INSUFFICIENT, CSXT MAY, AT THE EXPENSE OF AGENCY OR ITS CONTRACTOR, REQUIRE OR PROVIDE SUCH PROVISION AS MAY BE DEEMED NECESSARY, OR CAUSE THE WORK TO CEASE IMMEDIATELY.
- III. NOTICE OF STARTING WORK. AGENCY OR ITS CONTRACTOR SHALL NOT COMMENCE ANY WORK ON CSXT PROPERTY OR RIGHTS-OF-WAY UNTIL IT HAS COMPLIED WITH THE FOLLOWING CONDITIONS:
  - A. NOTIFY CSXT IN WRITING OF THE DATE THAT IT INTENDS TO COMMENCE WORK ON THE PROJECT. SUCH NOTICE MUST BE RECEIVED BY CSXT AT LEAST TEN BUSINESS DAYS IN ADVANCE OF THE DATE AGENCY OR ITS CONTRACTOR PROPOSES TO BEGIN WORK ON CSXT PROPERTY. THE NOTICE MUST REFER TO THIS AGREEMENT BY DATE. IF FLAGGING SERVICE IS REQUIRED, SUCH NOTICE SHALL BE SUBMITTED AT LEAST THIRTY (30) BUSINESS DAYS IN ADVANCE OF THE DATE SCHEDULED TO COMMENCE THE WORK.
  - B. OBTAIN AUTHORIZATION FROM THE CSXT REPRESENTATIVE TO BEGIN WORK ON CSXT PROPERTY, SUCH AUTHORIZATION TO INCLUDE AN OUTLINE OF SPECIFIC CONDITIONS WITH WHICH IT MUST COMPLY.
  - C. OBTAIN FROM CSXT THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF CSXT'S PERSONNEL WHO MUST RECEIVE NOTICE UNDER PROVISIONS IN THE AGREEMENT. WHERE MORE THAN ONE INDIVIDUAL IS DESIGNATED, THE AREA OF RESPONSIBILITY OF EACH SHALL BE SPECIFIED.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
  - A. NO TEMPORARY OR PERMANENT CHANGES TO WIRE LINES OR OTHER FACILITIES (OTHER THAN THIRD PARTY FIBER OPTIC CABLE TRANSMISSION SYSTEMS) ON CSXT PROPERTY THAT ARE CONSIDERED NECESSARY TO THE WORK ARE ANTICIPATED OR SHOWN ON THE PLANS. IF ANY SUCH CHANGES ARE, OR BECOME, NECESSARY IN THE OPINION OF CSXT OR AGENCY, SUCH CHANGES WILL BE COVERED BY APPROPRIATE REVISIONS TO THE PLANS AND BY PREPARATION OF A FORCE ACCOUNT ESTIMATE. SUCH FORCE ACCOUNT ESTIMATE MAY BE INITIATED BY EITHER CSXT OR AGENCY, BUT MUST BE APPROVED BY BOTH CSXT AND AGENCY. AGENCY OR CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING FOR THE RELOCATION OF THE THIRD PARTY FIBER OPTIC CABLE TRANSMISSION SYSTEMS, AT NO COST OR EXPENSE TO CSXT.
  - B. SHOULD AGENCY OR CONTRACTOR DESIRE ANY CHANGES IN ADDITION TO THE ABOVE, THEN IT SHALL MAKE SEPARATE ARRANGEMENTS WITH CSXT FOR SUCH CHANGES TO BE ACCOMPLISHED AT THE AGENCY OR CONTRACTOR'S EXPENSE.
- V. HAUL ACROSS RAILROAD
  - A. IF AGENCY OR CONTRACTOR DESIRES ACCESS ACROSS CSXT PROPERTY OR TRACKS AT OTHER THAN AN EXISTING AND OPEN PUBLIC ROAD CROSSING IN OR INCIDENT TO CONSTRUCTION OF THE PROJECT, THE AGENCY OR CONTRACTOR MUST FIRST OBTAIN THE PERMISSION OF CSXT AND SHALL EXECUTE A LICENSE AGREEMENT OR RIGHT OF ENTRY SATISFACTORY TO CSXT, WHEREIN AGENCY OR CONTRACTOR AGREES TO BEAR ALL COSTS AND LIABILITIES RELATED TO SUCH ACCESS.
  - B. AGENCY AND CONTRACTOR SHALL NOT CROSS CSXT'S PROPERTY AND TRACKS WITH VEHICLES OR EQUIPMENT OF ANY KIND OR CHARACTER, EXCEPT AT SUCH CROSSING OR CROSSINGS AS MAY BE PERMITTED PURSUANT TO THIS SECTION.

- VI. COOPERATION AND DELAYS
  - A. AGENCY OR CONTRACTOR SHALL ARRANGE A SCHEDULE WITH CSXT FOR ACCOMPLISHING STAGE CONSTRUCTION INVOLVING WORK BY CSXT. IN ARRANGING ITS SCHEDULE, AGENCY OR CONTRACTOR SHALL ASCERTAIN, FROM CSXT, THE LEAD TIME REQUIRED FOR ASSEMBLING CREWS AND MATERIALS AND SHALL MAKE DUE ALLOWANCE THEREFORE
  - B. AGENCY OR CONTRACTOR MAY NOT CHARGE ANY COSTS OR SUBMIT ANY CLAIMS AGAINST CSXT FOR HINDRANCE OR DELAY CAUSED BY RAILROAD TRAFFIC; WORK DONE BY CSXT OR OTHER DELAY INCIDENT TO OR NECESSARY FOR SAFE MAINTENANCE OF RAILROAD TRAFFIC; OR FOR ANY DELAYS DUE TO COMPLIANCE WITH THESE SPECIAL PROVISIONS.
  - C. AGENCY AND 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.
  - D. AGENCY AND CONTRACTOR UNDERSTAND AND AGREE THAT CSXT DOES NOT ASSUME ANY RESPONSIBILITY FOR WORK PERFORMED BY OTHERS IN CONNECTION THE PROJECT. AGENCY AND CONTRACTOR FURTHER UNDERSTAND AND AGREE THAT THEY SHALL HAVE NO CLAIM WHATSOEVER AGAINST CSXT FOR ANY INCONVENIENCE, DELAY OR ADDITIONAL COST INCURRED BY AGENCY OR CONTRACTOR ON ACCOUNT OF OPERATIONS BY OTHERS.
- VII. STORAGE OF MATERIALS AND EQUIPMENT
  - A. AGENCY AND CONTRACTOR SHALL NOT STORE THEIR MATERIALS OR EQUIPMENT ON CSXT'S PROPERTY OR WHERE THEY MAY POTENTIALLY INTERFERE WITH CSXT'S OPERATIONS, UNLESS AGENCY OR CONTRACTOR HAS RECEIVED CSXT REPRESENTATIVE'S PRIOR WRITTEN PERMISSION. AGENCY AND CONTRACTOR UNDERSTAND AND AGREE THAT CSXT WILL NOT BE LIABLE FOR ANY DAMAGE TO SUCH MATERIALS AND EQUIPMENT FROM ANY CAUSE AND THAT CSXT MAY MOVE, OR REQUIRE AGENCY OR CONTRACTOR TO MOVE, SUCH MATERIAL AND EQUIPMENT AT AGENCY'S OR CONTRACTOR'S SOLE EXPENSE. TO MINIMIZE THE POSSIBILITY OF DAMAGE TO THE RAILROAD TRACKS RESULTING FROM THE UNAUTHORIZED USE OF EQUIPMENT, ALL GRADING OR OTHER CONSTRUCTION EQUIPMENT THAT IS LEFT PARKED NEAR THE TRACKS UNATTENDED BY WATCHMEN SHALL BE IMMOBILIZED TO THE EXTENT FEASIBLE SO THAT IT CANNOT BE MOVED BY UNAUTHORIZED PERSONS.
- VIII. CONSTRUCTION PROCEDURES
  - A. GENERAL
    - 1. CONSTRUCTION WORK ON CSXT PROPERTY SHALL BE SUBJECT TO CSXT'S INSPECTION AND APPROVAL.
    - 2. CONSTRUCTION WORK ON CSXT PROPERTY SHALL BE IN ACCORD WITH CSXT'S WRITTEN OUTLINE OF SPECIFIC CONDITIONS AND WITH THESE SPECIAL PROVISIONS.
    - 3. CONTRACTOR SHALL OBSERVE THE TERMS AND RULES OF THE CSXT SAFE WAY MANUAL, WHICH AGENCY AND CONTRACTOR SHALL BE REQUIRED TO OBTAIN FROM CSXT, AND IN ACCORD WITH ANY OTHER INSTRUCTIONS FURNISHED BY CSXT OR CSXT'S REPRESENTATIVE.
  - B. BLASTING
    - 1. AGENCY OR CONTRACTOR SHALL OBTAIN CSXT REPRESENTATIVE'S AND AGENCY REPRESENTATIVE'S PRIOR WRITTEN APPROVAL FOR USE OF EXPLOSIVES ON OR ADJACENT TO CSXT PROPERTY. IF PERMISSION FOR USE OF EXPLOSIVES IS GRANTED, AGENCY OR CONTRACTOR MUST COMPLY WITH THE FOLLOWING:
      - a. BLASTING SHALL BE DONE WITH LIGHT CHARGES UNDER THE DIRECT SUPERVISION OF A RESPONSIBLE OFFICER OR EMPLOYEE OF AGENCY OR CONTRACTOR.
      - b. ELECTRIC DETONATING FUSES SHALL NOT BE USED BECAUSE OF THE POSSIBILITY OF PREMATURE EXPLOSIONS RESULTING FROM OPERATION OF TWO-WAY TRAIN RADIOS.
      - c. NO BLASTING SHALL BE DONE WITHOUT THE PRESENCE OF AN AUTHORIZED REPRESENTATIVE OF CSXT. AT LEAST 30 DAYS' ADVANCE NOTICE TO CSXT REPRESENTATIVE IS REQUIRED TO ARRANGE FOR THE PRESENCE OF AN AUTHORIZED CSXT REPRESENTATIVE AND ANY FLAGGING THAT CSXT MAY REQUIRE.
      - d. AGENCY OR CONTRACTOR MUST HAVE AT THE PROJECT SITE ADEQUATE EQUIPMENT, LABOR AND MATERIALS, AND ALLOW SUFFICIENT TIME, TO (I) CLEAN UP (AT AGENCY'S EXPENSE) DEBRIS RESULTING FROM THE BLASTING WITHOUT ANY DELAY TO TRAINS; AND (II) CORRECT (AT AGENCY'S EXPENSE) ANY TRACK MISALIGNMENT OR OTHER DAMAGE TO CSXT'S PROPERTY RESULTING FROM THE BLASTING, AS DIRECTED BY CSXT REPRESENTATIVE, WITHOUT DELAY TO TRAINS. IF AGENCY'S OR CONTRACTOR'S ACTIONS RESULT IN DELAY OF ANY TRAINS, INCLUDING AMTRAK PASSENGER TRAINS, AGENCY SHALL BEAR THE ENTIRE COST THEREOF.
      - e. AGENCY AND CONTRACTOR SHALL NOT STORE EXPLOSIVES ON CSXT PROPERTY.
    - 2. CSXT REPRESENTATIVE WILL:
      - a. DETERMINE THE APPROXIMATE LOCATION OF TRAINS AND ADVISE AGENCY OR CONTRACTOR OF THE APPROXIMATE AMOUNT OF TIME AVAILABLE FOR THE BLASTING OPERATION AND CLEAN-UP.
      - b. HAVE THE AUTHORITY TO ORDER DISCONTINUANCE OF BLASTING IF, IN HIS OR HER OPINION, BLASTING IS TOO HAZARDOUS OR IS NOT IN ACCORD WITH THESE SPECIAL PROVISIONS.

- IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS
  - A. AGENCY OR CONTRACTOR SHALL MAINTAIN ALL DITCHES AND DRAINAGE STRUCTURES FREE OF SILT OR OTHER OBSTRUCTIONS THAT MAY RESULT FROM THEIR OPERATIONS. AGENCY OR CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES DURING CONSTRUCTION AND USE METHODS THAT ACCORD WITH APPLICABLE STATE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, INCLUDING EITHER (1) SILT FENCE; (2) HAY OR STRAW BARRIER; (3) BERM OR TEMPORARY DITCHES; (4) SEDIMENT BASIN; (5) AGGREGATE CHECKS; AND (6) CHANNEL LINING. ALL SUCH MAINTENANCE AND REPAIR OF DAMAGES DUE TO AGENCY'S OR CONTRACTOR'S OPERATIONS SHALL BE PERFORMED AT AGENCY'S EXPENSE.
- X. FLAGGING / INSPECTION SERVICE
  - A. CSXT HAS SOLE AUTHORITY TO DETERMINE THE NEED FOR FLAGGING REQUIRED TO PROTECT ITS OPERATIONS AND PROPERTY. IN GENERAL, FLAGGING PROTECTION WILL BE REQUIRED WHENEVER AGENCY OR CONTRACTOR OR THEIR EQUIPMENT ARE, OR ARE LIKELY TO BE, WORKING WITHIN FIFTY (50) FEET OF LIVE TRACK OR OTHER TRACK CLEARANCES SPECIFIED BY CSXT, OR OVER TRACKS.
  - B. AGENCY SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING THAT IS REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR THAT IS COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER.
  - C. AGENCY OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT REPRESENTATIVE FOR ANTICIPATED NEED FOR FLAGGING SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) IS/ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVERTISE A FLAGGING JOB FOR BID, IT MAY TAKE UP TO 90-DAYS TO OBTAIN THIS SERVICE, AND CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
  - D. CSXT SHALL HAVE THE RIGHT TO ASSIGN AN INDIVIDUAL TO THE SITE OF THE PROJECT TO PERFORM INSPECTION SERVICE WHENEVER, IN THE OPINION OF CSXT REPRESENTATIVE, SUCH INSPECTION MAY BE NECESSARY. AGENCY SHALL REIMBURSE CSXT FOR THE COSTS INCURRED BY CSXT FOR SUCH INSPECTION SERVICE. INSPECTION SERVICE SHALL NOT RELIEVE AGENCY OR CONTRACTOR FROM LIABILITY FOR ITS WORK.
  - E. CSXT SHALL RENDER INVOICES FOR, AND AGENCY SHALL PAY FOR, THE ACTUAL PAY RATE OF THE FLAGPERSONS AND INSPECTORS USED, PLUS STANDARD ADDITIVES, WHETHER THAT AMOUNT IS ABOVE OR BELOW THE RATE PROVIDED IN THE ESTIMATE. IF THE RATE OF PAY THAT IS TO BE USED FOR INSPECTOR OR FLAGGING SERVICE IS CHANGED BEFORE THE WORK IS STARTED OR DURING THE PROGRESS OF THE WORK, WHETHER BY LAW OR AGREEMENT BETWEEN CSXT AND ITS EMPLOYEES, OR IF THE TAX RATES ON LABOR ARE CHANGED, BILLS WILL BE RENDERED BY CSXT AND PAID BY AGENCY USING THE NEW RATES. AGENCY AND CONTRACTOR SHALL PERFORM THEIR OPERATIONS THAT REQUIRE FLAGGING PROTECTION OR INSPECTION SERVICE IN SUCH A MANNER AND SEQUENCE THAT THE COST OF SUCH WILL BE AS ECONOMICAL AS POSSIBLE.
- XI. UTILITY FACILITIES ON CSXT PROPERTY
  - A. AGENCY SHALL ARRANGE, UPON APPROVAL FROM CSXT, TO HAVE ANY UTILITY FACILITIES ON OR OVER CSXT PROPERTY CHANGED AS MAY BE NECESSARY TO PROVIDE CLEARANCES FOR THE PROPOSED TRACKAGE.
- XII. CLEAN-UP
  - A. AGENCY OR CONTRACTOR, UPON COMPLETION OF THE PROJECT, SHALL REMOVE FROM CSXT'S PROPERTY ANY TEMPORARY GRADE CROSSINGS, ANY TEMPORARY EROSION CONTROL MEASURES USED TO CONTROL DRAINAGE, ALL MACHINERY, EQUIPMENT, SURPLUS MATERIALS, FALSEWORK, RUBBISH, OR TEMPORARY BUILDINGS BELONGING TO AGENCY OR CONTRACTOR. AGENCY OR CONTRACTOR, UPON COMPLETION OF THE PROJECT, SHALL LEAVE CSXT PROPERTY IN NEAT CONDITION, SATISFACTORY TO CSXT REPRESENTATIVE.
- XIII. FAILURE TO COMPLY
  - A. IF AGENCY OR CONTRACTOR VIOLATE OR FAIL TO COMPLY WITH ANY OF THE REQUIREMENTS OF THESE SPECIAL PROVISIONS, (A) CSXT MAY REQUIRE AGENCY AND/OR CONTRACTOR TO VACATE CSXT PROPERTY; AND (B) CSXT MAY WITHHOLD MONIES DUE AGENCY AND/OR CONTRACTOR; (C) CSXT MAY REQUIRE AGENCY TO WITHHOLD MONIES DUE CONTRACTOR; AND (D) CSXT MAY CURE SUCH FAILURE AND THE AGENCY SHALL REIMBURSE CSXT FOR THE COST OF CURING SUCH FAILURE.



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**RAILROAD NOTES**

DRAWING#  
**ST-03**  
 SHEET# 3 OF 8

**NORFOLK SOUTHERN SPECIAL PROVISIONS**

I. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

NORFOLK SOUTHERN RAILWAY COMPANY, HEREINAFTER REFERRED TO AS "RAILROAD", AND THEIR AUTHORIZED REPRESENTATIVE SHALL HAVE FINAL AUTHORITY IN ALL MATTERS AFFECTING THE SAFE MAINTENANCE OF RAILROAD TRAFFIC INCLUDING THE ADEQUACY OF THE FOUNDATIONS AND STRUCTURES SUPPORTING THE RAILROAD TRACKS. FOR PUBLIC IMPROVEMENT PROJECTS IMPACTING THE RAILROAD, THE RAILROAD'S PUBLIC IMPROVEMENTS ENGINEER, HEREINAFTER REFERRED TO AS "RAILROAD ENGINEER", WILL SERVE AS THE AUTHORIZED REPRESENTATIVE OF THE RAILROAD.

THE AUTHORIZED REPRESENTATIVE OF THE PROJECT SPONSOR ("SPONSOR"), HEREINAFTER REFERRED TO AS THE "SPONSOR'S ENGINEER", SHALL HAVE AUTHORITY OVER ALL OTHER MATTERS AS PRESCRIBED HEREIN AND IN THE PROJECT SPECIFICATIONS.

THE SPONSOR'S PRIME CONTRACTOR, HEREINAFTER REFERRED TO AS "CONTRACTOR" SHALL BE RESPONSIBLE FOR COMPLETING ANY AND ALL WORK IN ACCORDANCE WITH THE TERMS PRESCRIBED HEREIN AND IN THE PROJECT SPECIFICATIONS. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE AT THE SOLE DISCRETION OF THE RAILROAD. THE CONTRACTOR MUST REQUEST THE LATEST VERSION OF THESE PROVISIONS FROM THE RAILROAD PRIOR TO COMMENCING WORK AND MUST FOLLOW THE REQUIREMENTS OUTLINED THEREIN.

II. NOTICE OF STARTING WORK:

A. THE CONTRACTOR SHALL NOT COMMENCE ANY WORK ON RAILROAD RIGHTS-OF-WAY UNTIL THE CONTRACTOR HAS COMPLIED WITH THE FOLLOWING CONDITIONS:

1. SIGNED AND RECEIVED A FULLY EXECUTED COPY OF THE REQUIRED NORFOLK SOUTHERN CONTRACTOR RIGHT OF ENTRY AGREEMENT. CONTRACTOR RIGHT OF ENTRY AGREEMENTS TO BE SUBMITTED VIA EMAIL TO THE PUBLIC IMPROVEMENTS ENGINEER.
2. GIVEN THE RAILROAD WRITTEN NOTICE IN ELECTRONIC FORMAT TO THE RAILROAD ENGINEER, WITH COPY TO THE SPONSOR'S ENGINEER WHO HAS BEEN DESIGNATED TO BE IN CHARGE OF THE WORK, AT LEAST TEN DAYS IN ADVANCE OF THE DATE THE CONTRACTOR PROPOSES TO BEGIN WORK ON RAILROAD RIGHTS-OF-WAY.
3. OBTAINED WRITTEN APPROVAL FROM THE RAILROAD OF RAILROAD PROTECTIVE LIABILITY INSURANCE COVERAGE AS REQUIRED BY PARAGRAPH 14 HEREIN. IT SHOULD BE NOTED THAT THE RAILROAD DOES NOT ACCEPT NOTATION OF RAILROAD PROTECTIVE INSURANCE ON A CERTIFICATE OF LIABILITY INSURANCE FORM OR BINDERS AS RAILROAD MUST HAVE THE FULL ORIGINAL COUNTERSIGNED POLICY. FURTHER, PLEASE NOTE THAT MERE RECEIPT OF THE POLICY IS NOT THE ONLY ISSUE BUT REVIEW FOR COMPLIANCE. DUE TO THE NUMBER OF PROJECTS SYSTEM-WIDE, IT TYPICALLY TAKES A MINIMUM OF 30-45 DAYS FOR THE RAILROAD TO REVIEW.
4. OBTAINED RAILROAD PROTECTIVE SERVICES AS REQUIRED BY PARAGRAPH 7 HEREIN.
5. OBTAINED WRITTEN AUTHORIZATION FROM THE RAILROAD TO BEGIN WORK ON RAILROAD'S RIGHTS-OF-WAY, SUCH AUTHORIZATION TO INCLUDE AN OUTLINE OF SPECIFIC CONDITIONS WITH WHICH THE CONTRACTOR MUST COMPLY. WRITTEN AUTHORIZATION WILL BE ISSUED BY THE RAILROAD ONCE ALL ITEMS ON THE NS CONSTRUCTION CHECKLIST (REFER TO APPENDIX J) HAVE BEEN COMPLETED.
6. FURNISHED A SCHEDULE FOR ALL WORK WITHIN THE RAILROAD'S RIGHTS-OF-WAY AS REQUIRED BY PARAGRAPH 7.B.1.

B. THE RAILROAD'S WRITTEN AUTHORIZATION TO PROCEED WITH THE WORK SHALL INCLUDE THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF THE RAILROAD'S REPRESENTATIVES WHO ARE TO BE NOTIFIED AS HEREINAFTER REQUIRED. WHERE MORE THAN ONE REPRESENTATIVE IS DESIGNATED, THE AREA OF RESPONSIBILITY OF EACH REPRESENTATIVE SHALL BE SPECIFIED.

C. ALL PROJECT-RELATED UTILITY WORK THAT IS TO OCCUR ON, OVER, OR UNDER RAILROAD RIGHT-OF-WAY MUST BE COORDINATED WITH THE NORFOLK SOUTHERN PIPE AND WIRE PROGRAM. THE CONTRACTOR MUST RECEIVE APPROVAL FROM THE NORFOLK SOUTHERN PIPE AND WIRE PROGRAM PRIOR TO COMMENCING ANY UTILITY WORK.

III. INTERFERENCE WITH RAILROAD OPERATIONS:

A. THE CONTRACTOR SHALL SO ARRANGE AND CONDUCT THE CONTRACTOR'S WORK THAT THERE WILL BE NO INTERFERENCE WITH RAILROAD'S OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGE TO THE PROPERTY OF THE RAILROAD OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS ON THE RIGHTS-OF-WAY OF THE RAILROAD. WHENEVER WORK IS LIABLE TO AFFECT THE OPERATIONS OR SAFETY OF TRAINS, THE METHOD OF DOING SUCH WORK SHALL FIRST BE SUBMITTED TO THE RAILROAD ENGINEER FOR APPROVAL, BUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM LIABILITY. ANY WORK TO BE PERFORMED BY THE CONTRACTOR WHICH REQUIRES RAILROAD PROTECTIVE SERVICES OR INSPECTION SERVICE SHALL BE DEFERRED BY THE CONTRACTOR UNTIL THE RAILROAD PROTECTIVE SERVICES OR INSPECTION SERVICE REQUIRED BY THE RAILROAD IS AVAILABLE AT THE JOB SITE.

B. WHENEVER WORK WITHIN RAILROAD'S RIGHTS-OF-WAY IS OF SUCH A NATURE THAT IMPEDIMENT TO RAILROAD'S OPERATIONS SUCH AS USE OF RUNAROUND TRACKS OR NECESSITY FOR REDUCED SPEED IS UNAVOIDABLE, THE CONTRACTOR SHALL SCHEDULE AND CONDUCT THE CONTRACTOR'S OPERATIONS SO THAT SUCH IMPEDIMENT IS REDUCED TO THE ABSOLUTE MINIMUM.

C. SHOULD CONDITIONS ARISING FROM, OR IN CONNECTION WITH THE WORK, REQUIRE THAT IMMEDIATE AND UNUSUAL PROVISIONS BE MADE TO PROTECT OPERATIONS AND PROPERTY OF THE RAILROAD, THE CONTRACTOR SHALL MAKE SUCH PROVISIONS. IF IN THE JUDGMENT OF THE RAILROAD ENGINEER, OR IN THE RAILROAD ENGINEER'S ABSENCE, THE RAILROAD'S DIVISION ENGINEER, SUCH PROVISIONS ARE INSUFFICIENT, EITHER MAY REQUIRE OR PROVIDE SUCH PROVISIONS AS THE RAILROAD DEEMS NECESSARY. IN ANY EVENT, SUCH UNUSUAL PROVISIONS SHALL BE AT THE CONTRACTOR'S EXPENSE AND WITHOUT COST TO THE RAILROAD OR THE SPONSOR.

IV. TRACK CLEARANCES:

A. THE MINIMUM TRACK CLEARANCES TO BE MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION ARE SHOWN ON THE PROJECT PLANS. IF TEMPORARY CLEARANCES ARE NOT SHOWN ON THE PROJECT PLANS, THE FOLLOWING CRITERIA SHALL GOVERN THE USE OF FALSEWORK AND FORMWORK ABOVE OR ADJACENT TO OPERATED TRACKS.

1. A MINIMUM VERTICAL CLEARANCE OF 22'-0" ABOVE TOP OF HIGHEST RAIL SHALL BE MAINTAINED AT ALL TIMES.
2. A MINIMUM HORIZONTAL CLEARANCE OF 13'-0" FROM CENTERLINE OF TANGENT TRACK OR 14'-0" FROM CENTERLINE OF CURVED TRACK SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL HORIZONTAL CLEARANCE MAY BE REQUIRED IN SPECIAL CASES TO BE SAFE FOR OPERATING CONDITIONS. THIS ADDITIONAL CLEARANCE WILL BE AS DETERMINED BY THE RAILROAD ENGINEER.

3. ALL PROPOSED TEMPORARY CLEARANCES WHICH ARE LESS THAN THOSE LISTED ABOVE MUST BE SUBMITTED TO RAILROAD ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION AND MUST ALSO BE AUTHORIZED BY THE REGULATORY BODY OF THE STATE IF LESS THAN THE LEGALLY PRESCRIBED CLEARANCES.

4. THE TEMPORARY CLEARANCE REQUIREMENTS NOTED ABOVE SHALL ALSO APPLY TO ALL OTHER PHYSICAL OBSTRUCTIONS INCLUDING, BUT NOT LIMITED TO: STOCKPILED MATERIALS, PARKED EQUIPMENT, PLACEMENT OR DRIVING OF PILES, AND BRACING OR OTHER CONSTRUCTION SUPPORTS.

B. BEFORE UNDERTAKING ANY WORK WITHIN RAILROAD RIGHT-OF-WAY, AND BEFORE PLACING ANY OBSTRUCTION OVER ANY TRACK, THE CONTRACTOR SHALL:

1. NOTIFY THE RAILROAD'S REPRESENTATIVE AT LEAST 72 HOURS IN ADVANCE OF THE WORK.
2. RECEIVE ASSURANCE FROM THE RAILROAD'S REPRESENTATIVE THAT ARRANGEMENTS HAVE BEEN MADE FOR RAILROAD PROTECTIVE SERVICES AS MAY BE NECESSARY.
3. RECEIVE PERMISSION FROM THE RAILROAD'S REPRESENTATIVE TO PROCEED WITH THE WORK.
4. ASCERTAIN THAT THE SPONSOR'S ENGINEER HAS RECEIVED COPIES OF NOTICE TO THE RAILROAD AND OF THE RAILROAD'S RESPONSE THERETO.

V. CONSTRUCTION PROCEDURES:

A. GENERAL:

1. CONSTRUCTION WORK AND OPERATIONS BY THE CONTRACTOR ON RAILROAD PROPERTY SHALL BE:
  - a. SUBJECT TO THE INSPECTION AND APPROVAL OF THE RAILROAD ENGINEER OR THEIR DESIGNATED CONSTRUCTION ENGINEERING REPRESENTATIVE.
  - b. IN ACCORDANCE WITH THE RAILROAD'S WRITTEN OUTLINE OF SPECIFIC CONDITIONS.
  - c. IN ACCORDANCE WITH THE RAILROAD'S GENERAL RULES, REGULATIONS AND REQUIREMENTS INCLUDING THOSE RELATING TO SAFETY, FALL PROTECTION AND PERSONAL PROTECTIVE EQUIPMENT.
  - d. IN ACCORDANCE WITH THESE SPECIAL PROVISIONS.

B. MAINTENANCE OF RAILROAD FACILITIES:

1. THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN ALL DITCHES AND DRAINAGE STRUCTURES FREE OF SILT OR OTHER OBSTRUCTIONS WHICH MAY RESULT FROM THE CONTRACTOR'S OPERATIONS AND PROVIDE AND MAINTAIN ANY EROSION CONTROL MEASURES AS REQUIRED. THE CONTRACTOR WILL PROMPTLY REPAIR ERODED AREAS WITHIN RAILROAD RIGHTS-OF-WAY AND REPAIR ANY OTHER DAMAGE TO THE PROPERTY OF THE RAILROAD OR ITS TENANTS.

2. ALL GRADING OR CONSTRUCTION MACHINERY THAT IS LEFT PARKED NEAR THE TRACK UNATTENDED BY A WATCHMAN SHALL BE EFFECTIVELY IMMOBILIZED SO THAT IT CANNOT BE MOVED BY UNAUTHORIZED PERSONS. THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE THE RAILROAD, AND ANY ASSOCIATED, CONTROLLED OR AFFILIATED CORPORATION, HARMLESS FROM AND AGAINST ALL LOSSES, COSTS, EXPENSES, CLAIM, OR LIABILITY FOR LOSS OR DAMAGE TO PROPERTY OR THE LOSS OF LIFE OR PERSONAL INJURY, ARISING OUT OF OR INCIDENT TO THE CONTRACTOR'S FAILURE TO IMMOBILIZE GRADING OR CONSTRUCTION MACHINERY.

C. CLEANUP:

1. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL REMOVE FROM WITHIN THE LIMITS OF THE RAILROAD RIGHTS-OF-WAY, ALL MACHINERY, EQUIPMENT, SURPLUS MATERIALS, FALSEWORK, RUBBISH OR TEMPORARY BUILDINGS OF THE CONTRACTOR, AND LEAVE SAID RIGHTS-OF-WAY IN A NEAT CONDITION SATISFACTORY TO THE RAILROAD ENGINEER OR THE RAILROAD ENGINEER'S AUTHORIZED REPRESENTATIVE.

VI. DAMAGES:

A. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY AND ALL DAMAGES TO THE CONTRACTOR'S WORK, EMPLOYEES, SERVANTS, EQUIPMENT, AND MATERIALS CAUSED BY RAILROAD TRAFFIC.

B. ANY COST INCURRED BY THE RAILROAD FOR REPAIRING DAMAGES TO ITS PROPERTY OR TO PROPERTY OF ITS TENANTS, CAUSED BY OR RESULTING FROM THE OPERATIONS OF THE CONTRACTOR, SHALL BE PAID DIRECTLY TO THE RAILROAD BY THE CONTRACTOR.

VII. RAILROAD PROTECTIVE SERVICES:

A. REQUIREMENTS:

1. RAILROAD PROTECTIVE SERVICES WILL NOT BE PROVIDED UNTIL THE CONTRACTOR'S INSURANCE HAS BEEN REVIEWED AND APPROVED BY THE RAILROAD.

2. UNDER THE TERMS OF THE AGREEMENT BETWEEN THE SPONSOR AND THE RAILROAD, THE RAILROAD HAS SOLE AUTHORITY TO DETERMINE THE NEED FOR RAILROAD PROTECTIVE SERVICES REQUIRED TO PROTECT ITS OPERATIONS. IN GENERAL, THE REQUIREMENTS OF SUCH SERVICES WILL BE WHENEVER THE CONTRACTOR'S PERSONNEL OR EQUIPMENT ARE, OR ARE LIKELY TO BE, WORKING ON THE RAILROAD'S RIGHT-OF-WAY, OR ACROSS, OVER, ADJACENT TO, OR UNDER A TRACK, OR WHEN SUCH WORK HAS DISTURBED OR IS LIKELY TO DISTURB A RAILROAD STRUCTURE OR THE RAILROAD ROADBED OR SURFACE AND ALIGNMENT OF ANY TRACK TO SUCH EXTENT THAT THE MOVEMENT OF TRAINS MUST BE CONTROLLED BY RAILROAD PROTECTIVE SERVICES.

3. NORMALLY, THE RAILROAD WILL ASSIGN ONE RAILROAD PROTECTIVE SERVICES PERSONNEL TO A PROJECT; BUT IN SOME CASES, MORE THAN ONE MAY BE NECESSARY, SUCH AS YARD LIMITS WHERE THREE (3) RAILROAD PROTECTIVE SERVICES PERSONNEL MAY BE REQUIRED. HOWEVER, IF THE CONTRACTOR WORKS WITHIN DISTANCES THAT VIOLATE INSTRUCTIONS GIVEN BY THE RAILROAD'S AUTHORIZED REPRESENTATIVE OR PERFORMS WORK THAT HAS NOT BEEN SCHEDULED WITH THE RAILROAD'S AUTHORIZED REPRESENTATIVE, RAILROAD PROTECTIVE SERVICES PERSONNEL MAY BE REQUIRED FULL TIME UNTIL THE PROJECT HAS BEEN COMPLETED.

4. FOR PROJECTS EXCEEDING 30 DAYS OF CONSTRUCTION, CONTRACTOR SHALL PROVIDE THE RAILROAD PROTECTIVE SERVICES PERSONNEL A SMALL WORK AREA WITH A DESK/COUNTER AND CHAIR WITHIN THE FIELD/SITE TRAILER, INCLUDING THE USE OF BATHROOM FACILITIES, WHERE THE RAILROAD PROTECTIVE SERVICES PERSONNEL CAN CHECK IN/OUT WITH THE PROJECT, AS WELL AS TO THE RAILROAD PROTECTIVE SERVICES PERSONNEL'S HOME TERMINAL. THE WORK AREA SHOULD PROVIDE ACCESS TO TWO (2) ELECTRICAL OUTLETS FOR RECHARGING RADIO(S), AND A LAPTOP COMPUTER; AND HAVE THE ABILITY TO PRINT OFF NEEDED DOCUMENTATION AND ORDERS AS NEEDED AT THE FIELD/SITE TRAILER. THIS SHOULD AID IN MAXIMIZING THE RAILROAD PROTECTIVE SERVICES PERSONNEL'S TIME AND EFFICIENCY ON THE PROJECT.

B. SCHEDULING AND NOTIFICATION:

1. THE CONTRACTOR'S WORK REQUIRING RAILROAD PROTECTIVE SERVICES SHOULD BE SCHEDULED TO LIMIT THE PRESENCE OF SUCH PERSONNEL AT THE SITE. RAILROAD APPROVAL WILL BE REQUIRED FOR ANY RAILROAD PROTECTIVE SERVICES REQUESTS IN EXCESS OF 40 HOURS PER WEEK, AND IN SUCH CASES, SHOULD BE LIMITED TO A MAXIMUM OF 50 HOURS PER WEEK.

2. NOT LATER THAN THE TIME THAT APPROVAL IS INITIALLY REQUESTED TO BEGIN WORK ON RAILROAD RIGHT-OF-WAY, THE CONTRACTOR SHALL FURNISH TO THE RAILROAD AND THE SPONSOR A SCHEDULE FOR ALL WORK REQUIRED TO COMPLETE THE PORTION OF THE PROJECT WITHIN RAILROAD RIGHT-OF-WAY AND ARRANGE FOR A JOB SITE MEETING BETWEEN THE CONTRACTOR, THE SPONSOR, AND THE RAILROAD'S AUTHORIZED REPRESENTATIVE. THE RAILROAD PROTECTIVE SERVICES PERSONNEL MAY NOT BE PROVIDED UNTIL THE JOB SITE MEETING HAS BEEN CONDUCTED AND THE CONTRACTOR'S WORK HAS BEEN SCHEDULED.

3. THE CONTRACTOR WILL BE REQUIRED TO GIVE THE RAILROAD REPRESENTATIVE AT LEAST 10 WORKING DAYS OF ADVANCE WRITTEN NOTICE OF THE INTENT TO BEGIN WORK WITHIN RAILROAD RIGHT-OF-WAY IN ACCORDANCE WITH THIS SPECIAL PROVISION, AND MUST RECEIVE WRITTEN OR VERBAL CONFIRMATION OF THIS REQUEST FROM THE RAILROAD REPRESENTATIVE. ONCE BEGUN, WHEN SUCH WORK IS THEN SUSPENDED AT ANY TIME, OR FOR ANY REASON, THE CONTRACTOR WILL BE REQUIRED TO GIVE THE RAILROAD REPRESENTATIVE AT LEAST 10 WORKING DAYS OF ADVANCE NOTICE BEFORE RESUMING WORK ON RAILROAD RIGHT-OF-WAY. SUCH NOTICES SHALL INCLUDE SUFFICIENT DETAILS OF THE PROPOSED WORK TO ENABLE THE RAILROAD REPRESENTATIVE TO DETERMINE IF RAILROAD PROTECTIVE SERVICES WILL BE REQUIRED. IF SUCH NOTICE IS IN WRITING, THE CONTRACTOR SHALL FURNISH THE ENGINEER A COPY; IF NOTICE IS GIVEN VERBALLY, IT SHALL BE CONFIRMED IN WRITING WITH COPY TO THE ENGINEER. IF RAILROAD PROTECTIVE SERVICES ARE REQUIRED, NO WORK SHALL BE UNDERTAKEN UNTIL THE RAILROAD PROTECTIVE SERVICES PERSONNEL IS PRESENT AT THE JOB SITE. IT MAY TAKE 30 DAYS OR LONGER TO OBTAIN RAILROAD PROTECTIVE SERVICES INITIALLY FROM THE RAILROAD. WHEN RAILROAD PROTECTIVE SERVICES BEGIN, THE RAILROAD PROTECTIVE SERVICES PERSONNEL IS USUALLY ASSIGNED BY THE RAILROAD TO WORK AT THE PROJECT SITE ON A CONTINUAL BASIS UNTIL NO LONGER NEEDED AND CANNOT BE CALLED FOR ON A SPOT BASIS. IF RAILROAD PROTECTIVE SERVICES BECOME UNNECESSARY AND ARE SUSPENDED, IT MAY TAKE 30 DAYS OR LONGER TO AGAIN OBTAIN RAILROAD PROTECTIVE SERVICES FROM THE RAILROAD. DUE TO RAILROAD LABOR AGREEMENTS, IT IS NECESSARY TO GIVE 5 WORKING DAYS NOTICE BEFORE RAILROAD PROTECTIVE SERVICE MAY BE DISCONTINUED AND RESPONSIBILITY FOR PAYMENT STOPPED.

4. IF, AFTER THE RAILROAD PROTECTIVE SERVICES PERSONNEL IS ASSIGNED TO THE PROJECT SITE, AN EMERGENCY ARISES THAT REQUIRES THE PERSONNEL'S PRESENCE ELSEWHERE, THEN THE CONTRACTOR SHALL DELAY WORK ON RAILROAD RIGHT-OF-WAY UNTIL SUCH TIME AS THE PERSONNEL IS AGAIN AVAILABLE. ANY ADDITIONAL COSTS RESULTING FROM SUCH DELAY SHALL BE BORNE BY THE CONTRACTOR AND NOT THE SPONSOR OR RAILROAD.

C. PAYMENT:

1. THE SPONSOR WILL BE RESPONSIBLE FOR PAYING THE RAILROAD DIRECTLY FOR ANY AND ALL COSTS OF RAILROAD PROTECTIVE SERVICES WHICH MAY BE REQUIRED TO ACCOMPLISH THE CONSTRUCTION.

2. THE ESTIMATED COST OF RAILROAD PROTECTIVE SERVICES IS THE CURRENT RATE PER DAY BASED ON A 12-HOUR WORKDAY. THIS COST INCLUDES THE BASE PAY FOR THE RAILROAD PROTECTIVE SERVICES PERSONNEL, OVERHEAD, AND INCLUDES A PER DIEM CHARGE FOR TRAVEL EXPENSES, MEALS, AND LODGING. THE CHARGE TO THE SPONSOR BY THE RAILROAD WILL BE THE ACTUAL COST BASED ON THE RATE OF PAY FOR THE PERSONNEL WHO IS AVAILABLE RAILROAD PROTECTIVE SERVICES AT THE TIME THE SERVICE IS REQUIRED.

3. WORK BY RAILROAD PROTECTIVE SERVICES IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK, BUT NOT MORE THAN 12 HOURS A DAY WILL RESULT IN OVERTIME PAY AT 1 AND 1/2 TIMES THE APPROPRIATE RATE. WORK BY RAILROAD PROTECTIVE SERVICES IN EXCESS OF 12 HOURS PER DAY WILL RESULT IN OVERTIME AT 2 TIMES THE APPROPRIATE RATE. IF WORK IS PERFORMED ON A HOLIDAY, THE RAILROAD PROTECTIVE SERVICES RATE IS 2 AND 1/2 TIMES THE NORMAL RATE.

4. RAILROAD WORK INVOLVED IN PREPARING AND HANDLING BILLS WILL ALSO BE CHARGED TO THE SPONSOR. CHARGES TO THE SPONSOR BY THE RAILROAD SHALL BE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SUBCHAPTER B, PART 140, SUBPART I AND SUBCHAPTER G, PART 646, SUBPART B OF THE FEDERAL-AID POLICY GUIDE ISSUED BY THE FEDERAL HIGHWAY ADMINISTRATION ON DECEMBER 9, 1991, INCLUDING ALL CURRENT AMENDMENTS. RAILROAD PROTECTIVE SERVICES COSTS ARE SUBJECT TO CHANGE. THE ABOVE ESTIMATES OF RAILROAD PROTECTIVE SERVICES COSTS ARE PROVIDED FOR INFORMATION ONLY AND ARE NOT BINDING IN ANY WAY.



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**RAILROAD NOTES**

**NORFOLK SOUTHERN SPECIAL PROVISIONS CONT.**

D. VERIFICATION:

1. THE RAILROAD'S PROTECTIVE SERVICES PERSONNEL WILL ELECTRONICALLY ENTER RAILROAD PROTECTIVE SERVICES TIME VIA THE RAILROAD'S ELECTRONIC BILLING SYSTEM. ANY COMPLAINTS CONCERNING RAILROAD PROTECTIVE SERVICES MUST BE RESOLVED IN A TIMELY MANNER. IF THE NEED FOR RAILROAD PROTECTIVE SERVICES IS QUESTIONED, PLEASE CONTACT THE RAILROAD ENGINEER. ALL VERBAL COMPLAINTS WILL BE CONFIRMED IN WRITING BY THE CONTRACTOR WITHIN 5 WORKING DAYS WITH A COPY TO THE SPONSOR'S ENGINEER. ADDRESS ALL WRITTEN CORRESPONDENCE ELECTRONICALLY TO THE RAILROAD ENGINEER.

2. THE RAILROAD PROTECTIVE SERVICES PERSONNEL ASSIGNED TO THE PROJECT WILL BE RESPONSIBLE FOR NOTIFYING THE SPONSOR'S REPRESENTATIVE UPON ARRIVAL AT THE JOB SITE ON THE FIRST DAY (OR AS SOON THEREAFTER AS POSSIBLE) THAT RAILROAD PROTECTIVE SERVICES BEGIN AND ON THE LAST DAY THAT THE RAILROAD PROTECTIVE SERVICES PERSONNEL PERFORMS SUCH SERVICES FOR EACH SEPARATE PERIOD THAT SERVICES ARE PROVIDED. THE SPONSOR'S REPRESENTATIVE WILL DOCUMENT SUCH NOTIFICATION IN THE PROJECT RECORDS. WHEN REQUESTED, THE SPONSOR'S REPRESENTATIVE WILL ALSO SIGN THE RAILROAD PROTECTIVE SERVICES PERSONNEL'S DOCUMENT(S) SHOWING DAILY TIME SPENT AND ACTIVITY AT THE PROJECT SITE.

VIII. HAUL ACROSS RAILROAD TRACK:

A. WHERE THE PLANS SHOW OR IMPLY THAT MATERIALS OF ANY NATURE MUST BE HAULED ACROSS THE RAILROAD'S TRACK, UNLESS THE PLANS CLEARLY SHOW THAT THE SPONSOR HAS INCLUDED ARRANGEMENTS FOR SUCH HAUL IN ITS AGREEMENT WITH THE RAILROAD, THE CONTRACTOR WILL BE REQUIRED TO MAKE ALL NECESSARY ARRANGEMENTS WITH THE RAILROAD REGARDING MEANS OF TRANSPORTING SUCH MATERIALS ACROSS THE RAILROAD'S TRACK. THE CONTRACTOR OR SPONSOR WILL BE REQUIRED TO BEAR ALL COSTS INCIDENTAL TO SUCH CROSSINGS WHETHER SERVICES ARE PERFORMED BY THE CONTRACTOR'S OWN FORCES OR BY RAILROAD PERSONNEL.

B. NO CROSSING MAY BE ESTABLISHED FOR USE OF THE CONTRACTOR FOR TRANSPORTING MATERIALS OR EQUIPMENT ACROSS THE TRACKS OF THE RAILROAD UNLESS SPECIFIC AUTHORITY FOR ITS INSTALLATION, MAINTENANCE, NECESSARY WATCHING AND RAILROAD PROTECTIVE SERVICES THEREOF AND REMOVAL, UNTIL A TEMPORARY PRIVATE CROSSING AGREEMENT HAS BEEN EXECUTED BETWEEN THE CONTRACTOR AND RAILROAD. THE APPROVAL PROCESS FOR AN AGREEMENT NORMALLY TAKES 90 DAYS.

IX. WORK FOR THE BENEFIT OF THE CONTRACTOR:

A. ALL TEMPORARY OR PERMANENT CHANGES IN WIRE LINES OR OTHER FACILITIES WHICH ARE CONSIDERED NECESSARY TO THE PROJECT ARE SHOWN ON THE PLANS; INCLUDED IN THE FORCE ACCOUNT AGREEMENT BETWEEN THE SPONSOR AND THE RAILROAD OR WILL BE COVERED BY APPROPRIATE REVISIONS TO SAME WHICH WILL BE INITIATED AND APPROVED BY THE SPONSOR AND/OR THE RAILROAD.

B. SHOULD THE CONTRACTOR DESIRE ANY CHANGES IN ADDITION TO THE ABOVE, THEN THE CONTRACTOR SHALL MAKE SEPARATE ARRANGEMENTS WITH THE RAILROAD FOR SAME TO BE ACCOMPLISHED AT THE CONTRACTOR'S EXPENSE.

X. COOPERATION AND DELAYS:

A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A SCHEDULE WITH THE RAILROAD FOR ACCOMPLISHING STAGE CONSTRUCTION INVOLVING WORK BY THE RAILROAD OR TENANTS OF THE RAILROAD. IN ARRANGING THE CONTRACTOR'S SCHEDULE, THE CONTRACTOR SHALL ASCERTAIN, FROM THE RAILROAD, THE LEAD TIME REQUIRED FOR ASSEMBLING CREWS AND MATERIALS AND SHALL MAKE DUE ALLOWANCE THEREFORE.

B. NO CHARGE OR CLAIM OF THE CONTRACTOR AGAINST EITHER THE SPONSOR OR THE RAILROAD WILL BE ALLOWED FOR HINDRANCE OR DELAY ON ACCOUNT OF RAILROAD TRAFFIC; ANY WORK DONE BY THE RAILROAD OR OTHER DELAY INCIDENT TO OR NECESSARY FOR SAFE MAINTENANCE OF RAILROAD TRAFFIC OR FOR ANY DELAYS DUE TO COMPLIANCE WITH THESE SPECIAL PROVISIONS.

XI. TRAINMAN'S WALKWAYS:

A. ALONG THE OUTER SIDE OF EACH EXTERIOR TRACK OF MULTIPLE OPERATED TRACK, AND ON EACH SIDE OF SINGLE OPERATED TRACK, AN UNOBSTRUCTED CONTINUOUS SPACE SUITABLE FOR TRAINMAN'S USE IN WALKING ALONG TRAINS, EXTENDING TO A LINE NOT LESS THAN 10 FEET FROM CENTERLINE OF TRACK, SHALL BE MAINTAINED. ANY TEMPORARY IMPEDIMENTS TO WALKWAYS AND TRACK DRAINAGE ENCROACHMENTS OR OBSTRUCTIONS ALLOWED DURING WORK HOURS WHILE RAILROAD'S PROTECTIVE SERVICE IS PROVIDED SHALL BE REMOVED BEFORE THE CLOSE OF EACH WORKDAY. IF THERE IS ANY EXCAVATION NEAR THE WALKWAY, A HANDRAIL, WITH 10'-0" MINIMUM CLEARANCE FROM CENTERLINE OF TRACK, SHALL BE PLACED AND MUST CONFORM TO AREMA AND/OR FRA STANDARDS.

XII. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

A. THE CONTRACTOR AND/OR THE SPONSOR'S PERSONNEL AUTHORIZED TO PERFORM WORK ON THE RAILROAD'S PROPERTY AS SPECIFIED IN SECTION 2 ABOVE ARE NOT REQUIRED TO COMPLETE NORFOLK SOUTHERN ROADWAY WORKER PROTECTION TRAINING; HOWEVER, THE CONTRACTOR AND THE SPONSOR'S PERSONNEL MUST BE FAMILIAR WITH NORFOLK SOUTHERN'S STANDARD OPERATING RULES AND GUIDELINES, SHOULD CONDUCT THEMSELVES ACCORDINGLY, AND MAY BE REMOVED FROM THE PROPERTY FOR FAILURE TO FOLLOW THESE GUIDELINES.

B. ALL PERSONS SHALL WEAR HARD HATS. APPROPRIATE EYE AND HEARING PROTECTION MUST BE USED. WORKING IN SHORTS IS PROHIBITED. SHIRTS MUST COVER SHOULDERS, BACK AND ABDOMEN. WORKING IN TENNIS OR JOGGING SHOES, SANDALS, BOOTS WITH HIGH HEELS, COWBOY AND OTHER SLIP-ON TYPE BOOTS IS PROHIBITED. HARD-SOLE, LACE-UP FOOTWEAR, ZIPPERED BOOTS OR BOOTS CINCHED UP WITH STRAPS WHICH FIT SNUGLY ABOUT THE ANKLE ARE ADEQUATE. WEARING OF SAFETY BOOTS AND REFLECTIVE VESTS ARE REQUIRED.

C. NO ONE IS ALLOWED WITHIN 25' OF THE CENTERLINE OF TRACK WITHOUT SPECIFIC AUTHORIZATION FROM THE RAILROAD.

D. ALL PERSONS WORKING NEAR TRACK WHILE TRAIN IS PASSING ARE TO LOOKOUT FOR DRAGGING BANDS, CHAINS AND PROTRUDING OR SHIFTED CARGO.

E. NO ONE IS ALLOWED TO CROSS TRACKS WITHOUT SPECIFIC AUTHORIZATION FROM THE RAILROAD.

F. ALL WELDERS AND CUTTING TORCHES WORKING WITHIN 25' OF TRACK MUST STOP WHEN TRAIN IS PASSING.

G. NO STEEL TAPE OR CHAIN WILL BE ALLOWED TO CROSS OR TOUCH RAILS WITHOUT PERMISSION FROM THE RAILROAD.

XIII. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. NO CRANE OR BOOM EQUIPMENT WILL BE ALLOWED TO SET UP TO WORK OR PARK WITHIN BOOM DISTANCE PLUS 15' OF CENTERLINE OF TRACK WITHOUT SPECIFIC PERMISSION FROM RAILROAD OFFICIAL AND RAILROAD PROTECTIVE SERVICES PERSONNEL.

B. NO CRANE OR BOOM EQUIPMENT WILL BE ALLOWED TO FOUL TRACK OR LIFT A LOAD OVER THE TRACK WITHOUT RAILROAD PROTECTIVE SERVICES PERSONNEL AUTHORIZED TO OBTAIN TRACK TIME.

C. ALL EMPLOYEES WILL STAY WITH THEIR MACHINES WHEN CRANE OR BOOM EQUIPMENT IS POINTED TOWARD TRACK.

D. ALL CRANES AND BOOM EQUIPMENT UNDER LOAD WILL STOP WORK WHILE TRAIN IS PASSING (INCLUDING PILE DRIVING).

E. SWINGING LOADS MUST BE SECURED TO PREVENT MOVEMENT WHILE TRAIN IS PASSING.

F. NO LOADS WILL BE SUSPENDED ABOVE A MOVING TRAIN.

G. NO EQUIPMENT WILL BE ALLOWED WITHIN 25' OF CENTERLINE OF TRACK WITHOUT SPECIFIC AUTHORIZATION OF THE RAILROAD OFFICIAL AND RAILROAD PROTECTIVE SERVICES PERSONNEL.

H. TRUCKS, TRACTORS, OR ANY EQUIPMENT WILL NOT TOUCH BALLAST LINE WITHOUT SPECIFIC PERMISSION FROM RAILROAD OFFICIAL AND RAILROAD PROTECTIVE SERVICES PERSONNEL. AT THE BEGINNING OF EACH PROJECT THAT INVOLVES THE CONTRACTOR WORKING WITHIN 25' OF THE CENTERLINE OF ANY TRACK, ORANGE CONSTRUCTION FENCING MUST BE ESTABLISHED. ORANGE CONSTRUCTION FENCING SHALL BE ESTABLISHED IN ACCORDANCE WITH THE MINIMUM TEMPORARY HORIZONTAL CLEARANCES CONTAINED IN SECTION 4.A.2 AND SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION.

I. NO EQUIPMENT OR LOAD MOVEMENT IS PERMITTED WITHIN 25' OR ABOVE A STANDING TRAIN OR RAILROAD EQUIPMENT WITHOUT SPECIFIC AUTHORIZATION OF THE RAILROAD PROTECTIVE SERVICES PERSONNEL.

J. ALL OPERATING EQUIPMENT WITHIN 25' OF TRACK MUST HALT OPERATIONS WHEN A TRAIN IS PASSING. ALL OTHER OPERATING EQUIPMENT MAY BE HALTED BY THE RAILROAD PROTECTIVE SERVICES PERSONNEL IF SAID PERSONNEL VIEWS THE OPERATION TO BE DANGEROUS TO THE PASSING TRAIN.

K. ALL EQUIPMENT, LOADS AND CABLES ARE PROHIBITED FROM TOUCHING RAILS.

L. WHILE CLEARING AND GRUBBING, NO VEGETATION WILL BE REMOVED FROM RAILROAD EMBANKMENT WITH HEAVY EQUIPMENT WITHOUT SPECIFIC PERMISSION FROM THE RAILROAD ENGINEER AND RAILROAD PROTECTIVE SERVICES PERSONNEL.

M. NO EQUIPMENT OR MATERIALS WILL BE PARKED OR STORED ON RAILROAD'S PROPERTY UNLESS SPECIFIC AUTHORIZATION IS GRANTED FROM THE RAILROAD ENGINEER.

N. ALL UNATTENDED EQUIPMENT THAT IS LEFT PARKED ON RAILROAD PROPERTY SHALL BE EFFECTIVELY IMMOBILIZED SO THAT IT CANNOT BE MOVED BY UNAUTHORIZED PERSONS.

O. ALL CRANES AND BOOM EQUIPMENT WILL BE TURNED AWAY FROM TRACK AFTER EACH WORKDAY OR WHENEVER UNATTENDED BY AN OPERATOR.

P. PRIOR TO PERFORMING ANY CRANE OPERATIONS, THE CONTRACTOR SHALL ESTABLISH A SINGLE POINT OF CONTACT FOR THE RAILROAD PROTECTIVE SERVICES PERSONNEL TO REMAIN IN COMMUNICATION WITH AT ALL TIMES. PERSON MUST ALSO BE IN DIRECT CONTACT WITH THE INDIVIDUAL(S) DIRECTING THE CRANE OPERATION(S).



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ELK STREET BRIDGE  
CONDUIT SUPPORT**

**CITY OF BUFFALO,  
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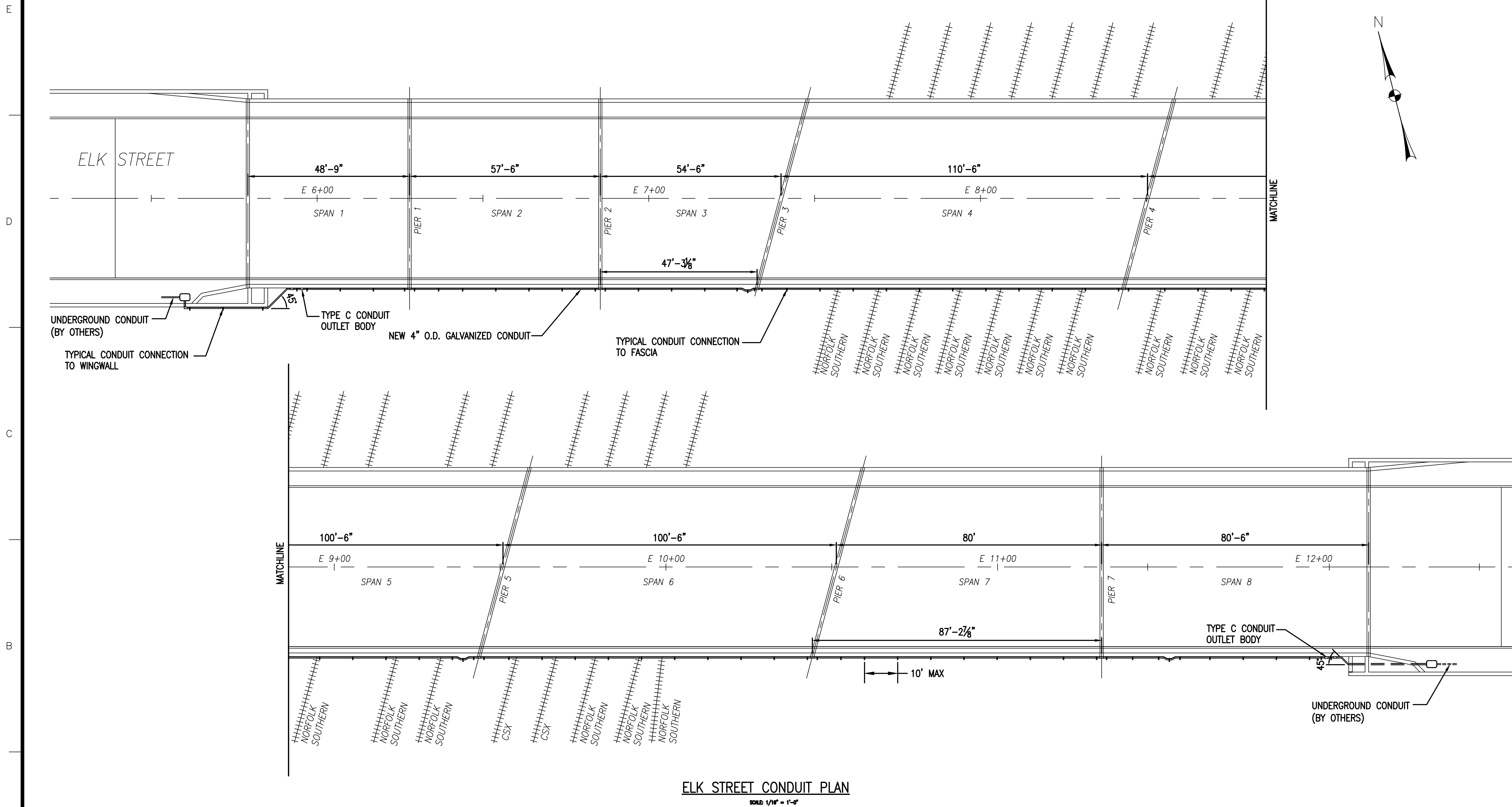
SHEET TITLE

**RAILROAD NOTES**

DRAWING#

**ST-05**

SHEET# 5 OF 8



**ELK STREET CONDUIT PLAN**

SCALE: 1/16" = 1'-0"

**NOTES:**

1. SEE DRAWING ST-07 FOR ELEVATIONS AT ABUTMENTS.
2. SEE DRAWING ST-08 FOR CONDUIT DETAILS.

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**CONDUIT PLAN**

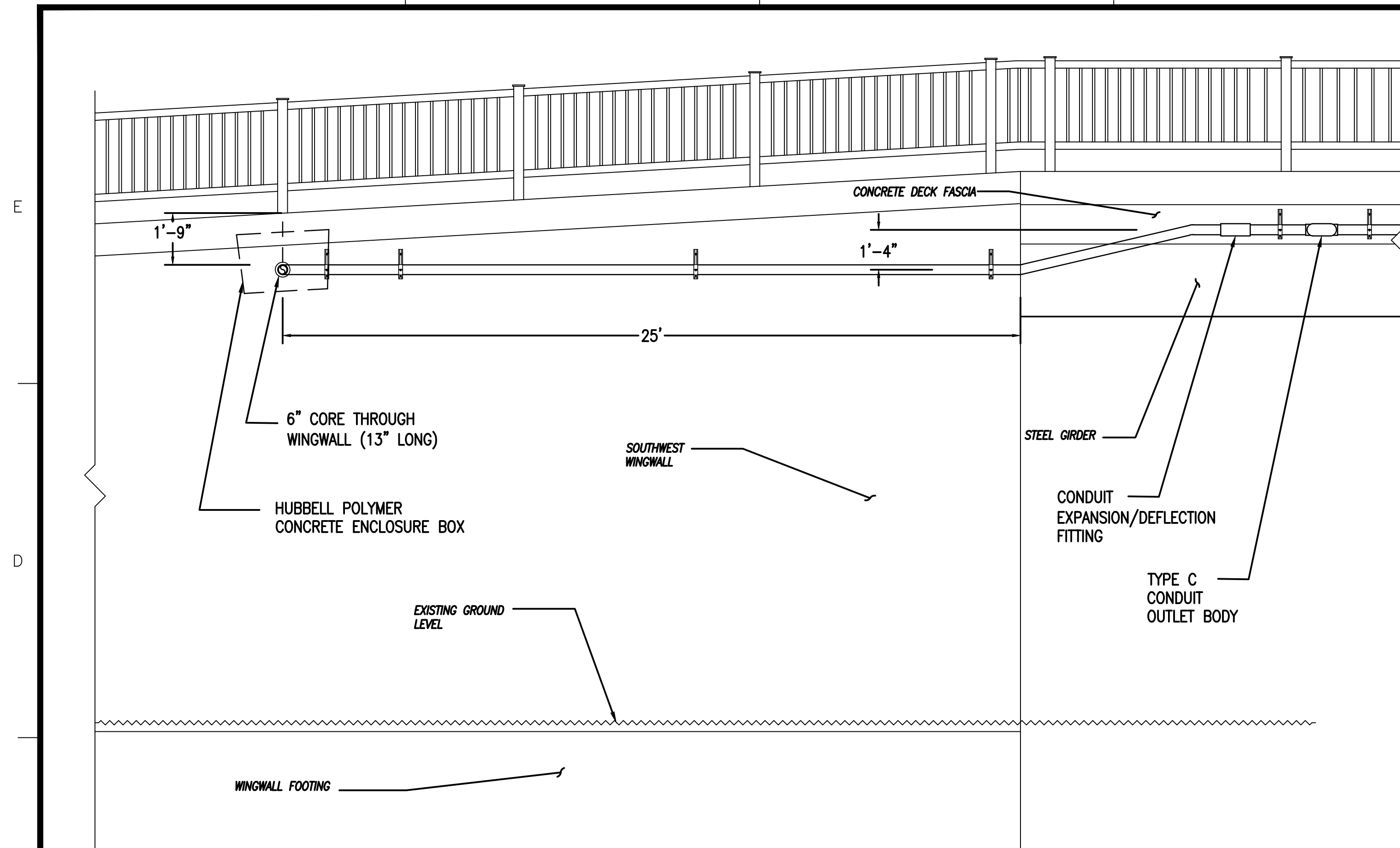
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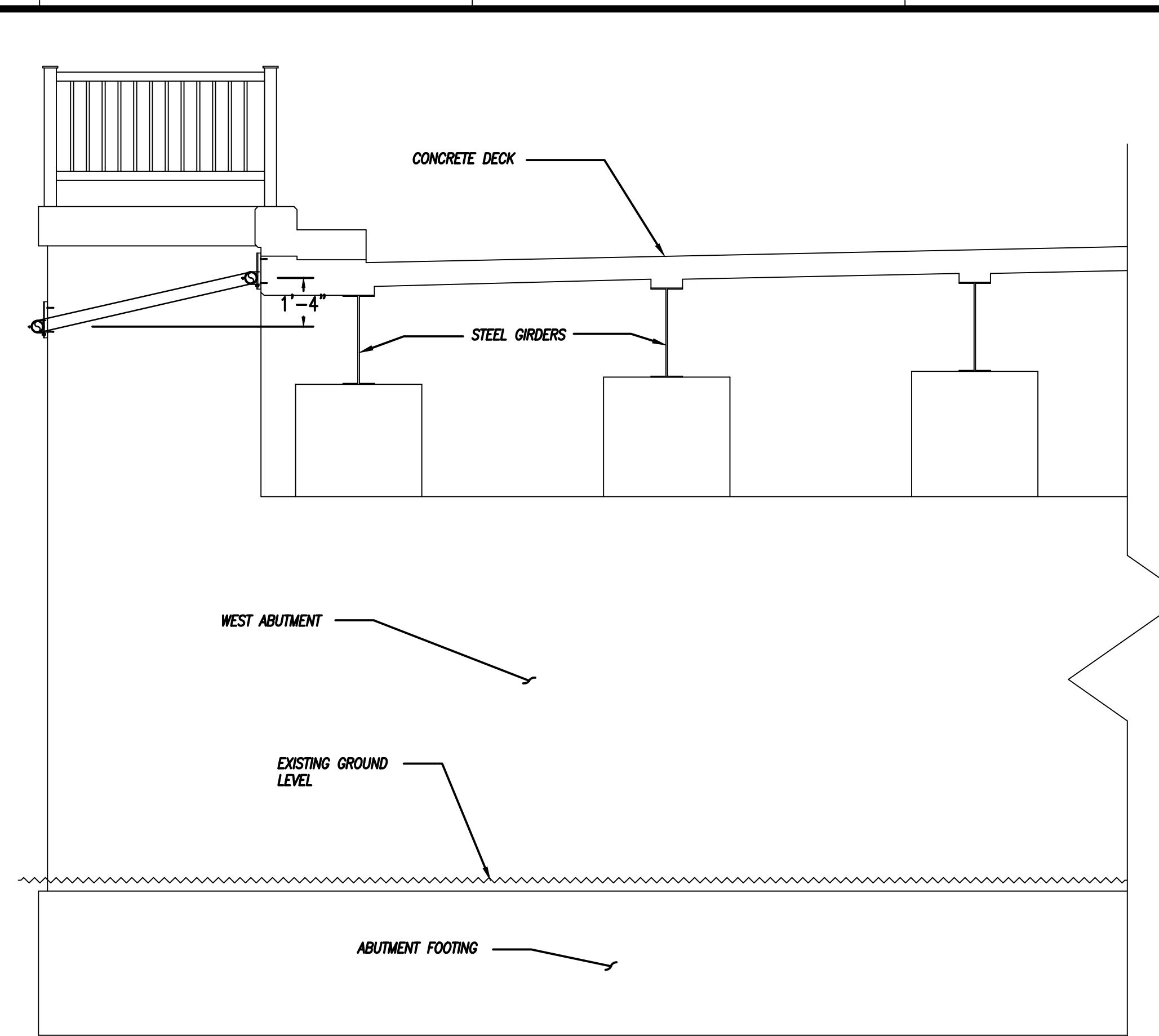
SHEET# 6 OF 8



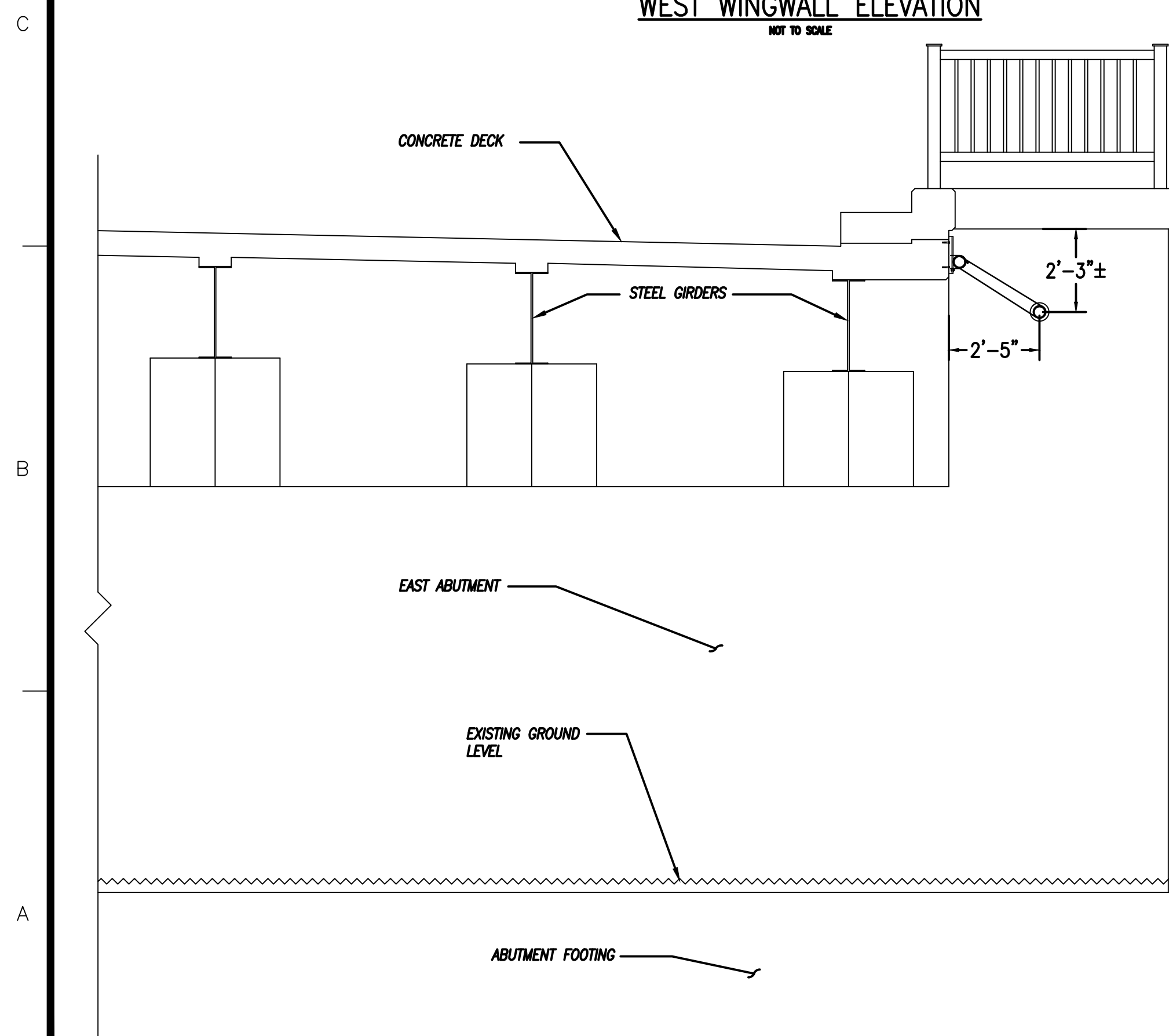
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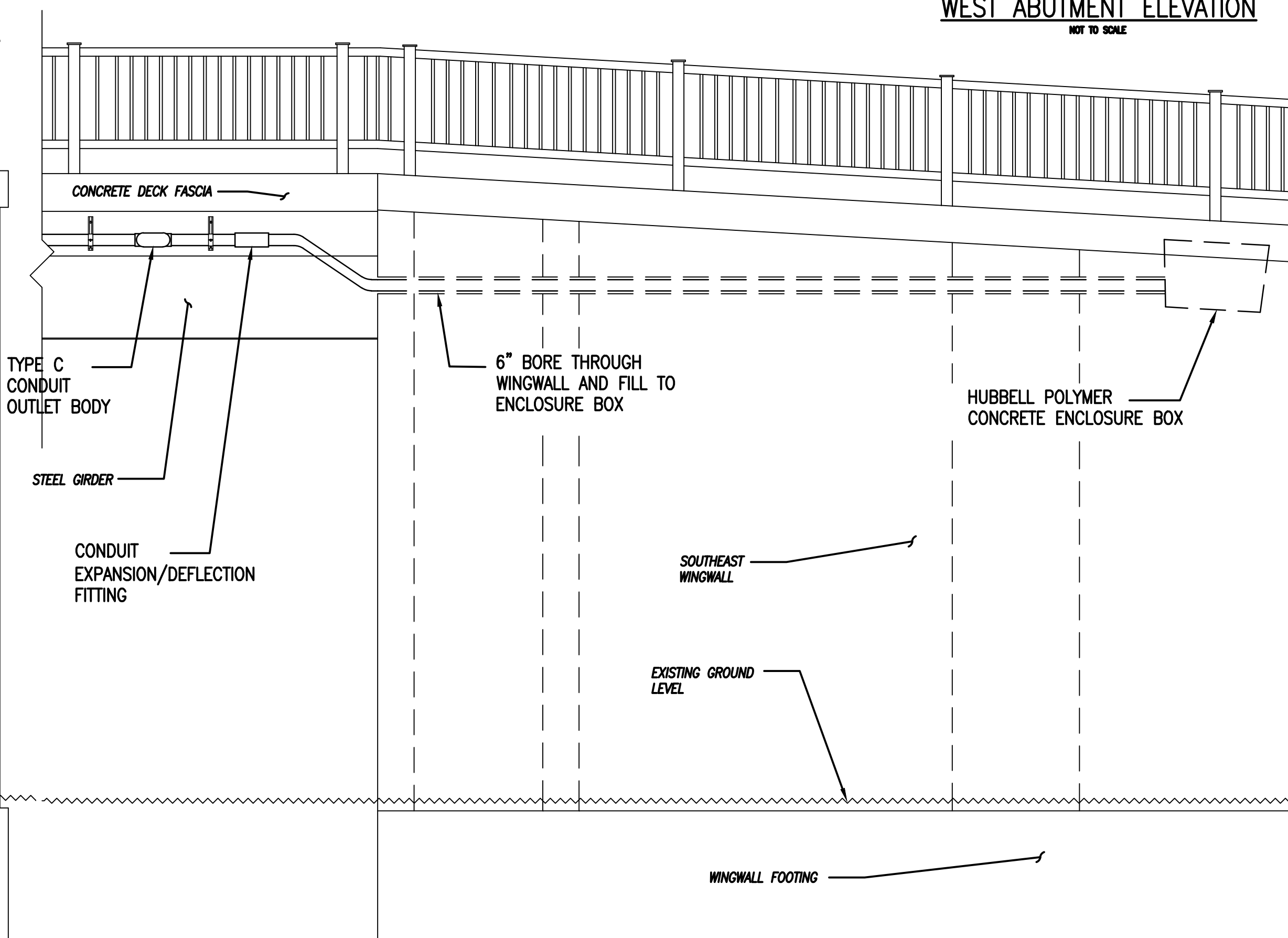
**WEST WINGWALL ELEVATION**  
NOT TO SCALE



**WEST ABUTMENT ELEVATION**  
NOT TO SCALE



**EAST ABUTMENT ELEVATION**  
NOT TO SCALE



**EAST WINGWALL ELEVATION**  
NOT TO SCALE

**NOTES:**

- ELEVATION OF CONDUIT INSTALLED ALONG THE WEST WINGWALL TO BE DETERMINED IN THE FIELD TO MATCH CONNECTION AT ENCLOSURE BOX.
- ELEVATION OF CONCRETE CORE THROUGH EAST ABUTMENT TO BE DETERMINED IN THE FIELD TO MATCH CONNECTION AT ENCLOSURE BOX.
- INSTALL ADDITIONAL TYPE C CONDUIT OUTLET BODIES AS REQUIRED TO ALLOW FOR ACCESS TO FIBER OPTIC CABLE. PROVIDE SUPPORTS NO MORE THAN 3' FROM EITHER SIDE OF THE OUTLET BODY PER DETAIL ON DRAWING ST-08.
- SEE DRAWING ST-06 FOR PLAN.
- SEE DRAWING ST-08 FOR CONDUIT DETAILS.

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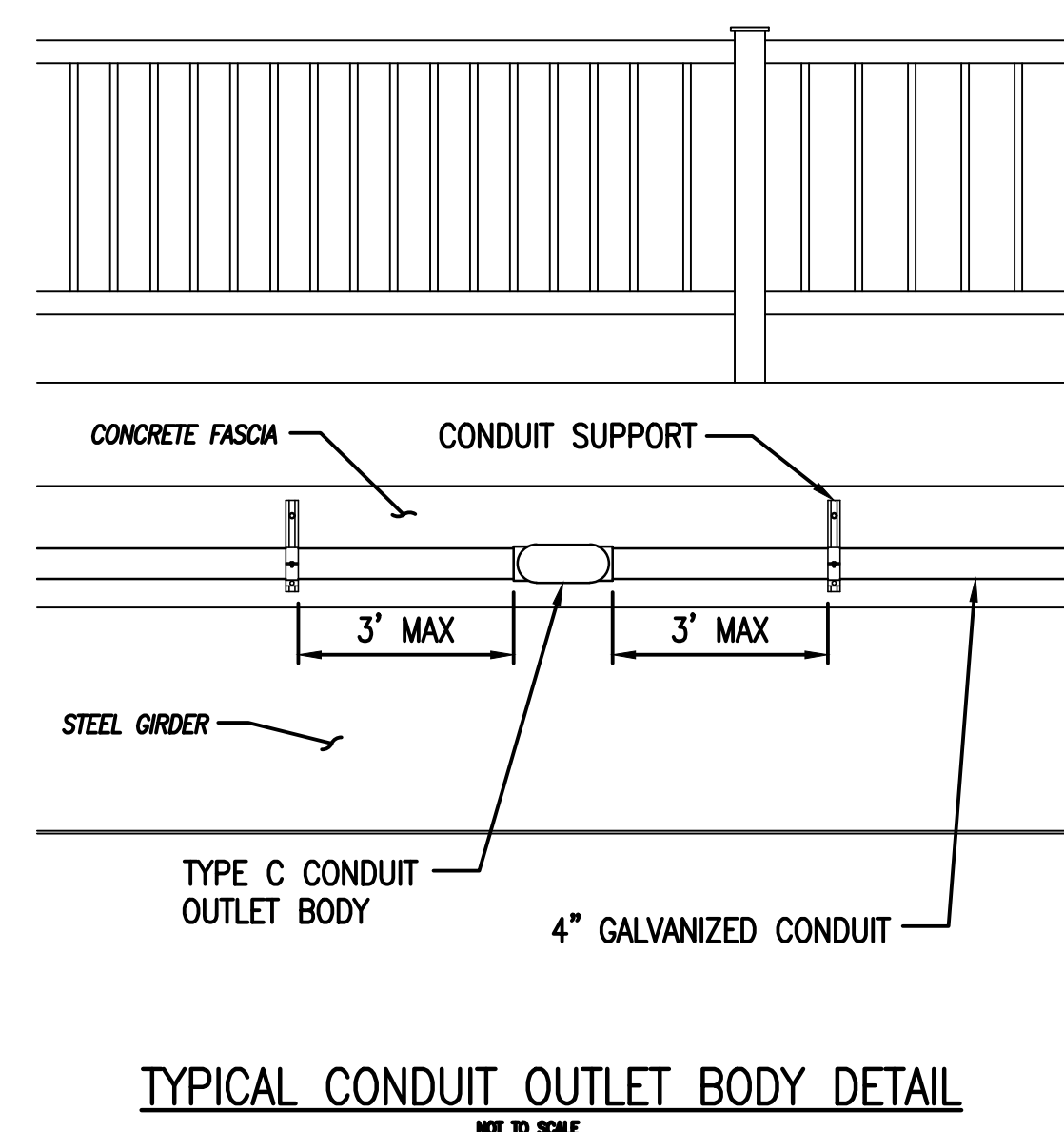
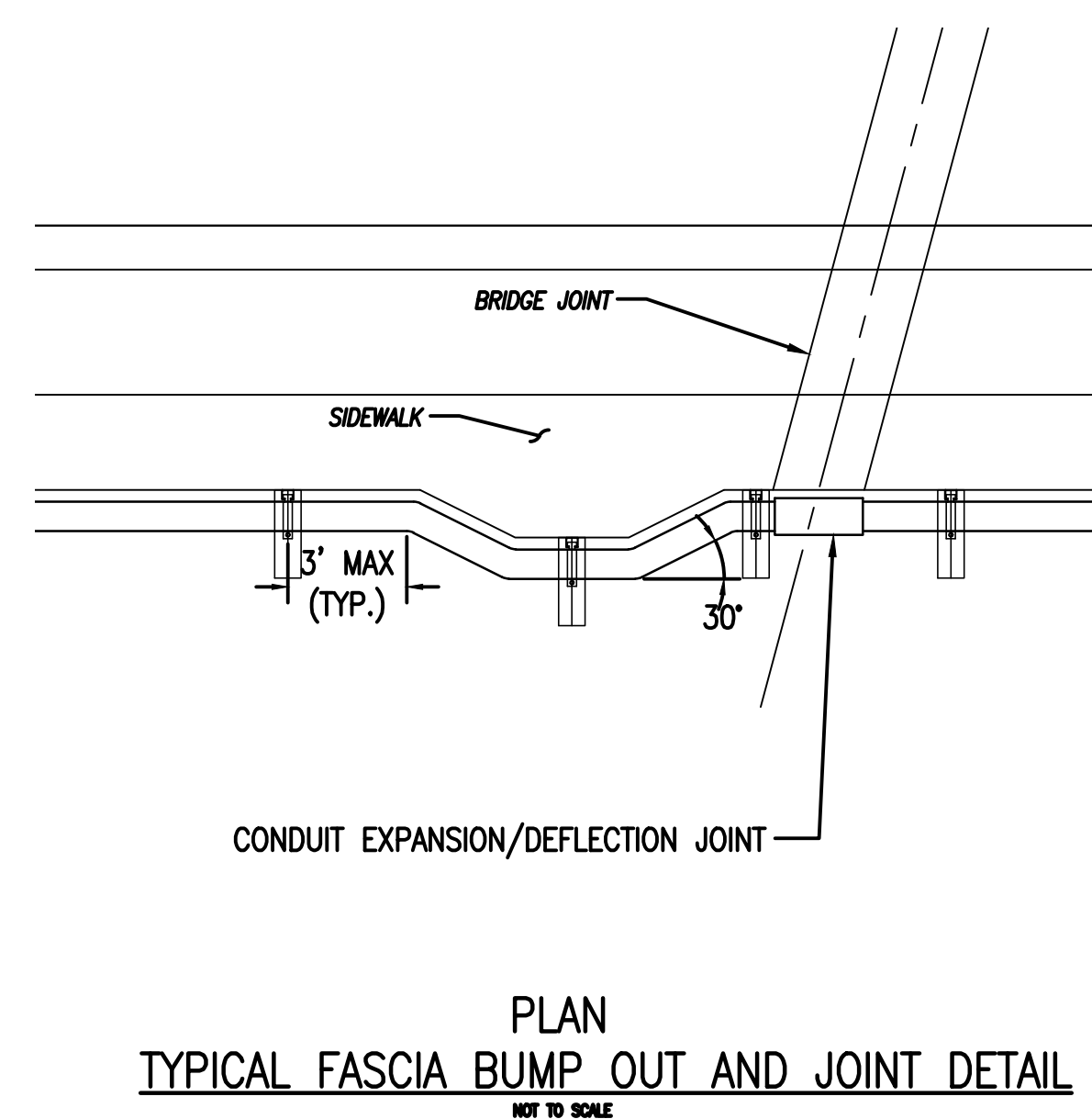
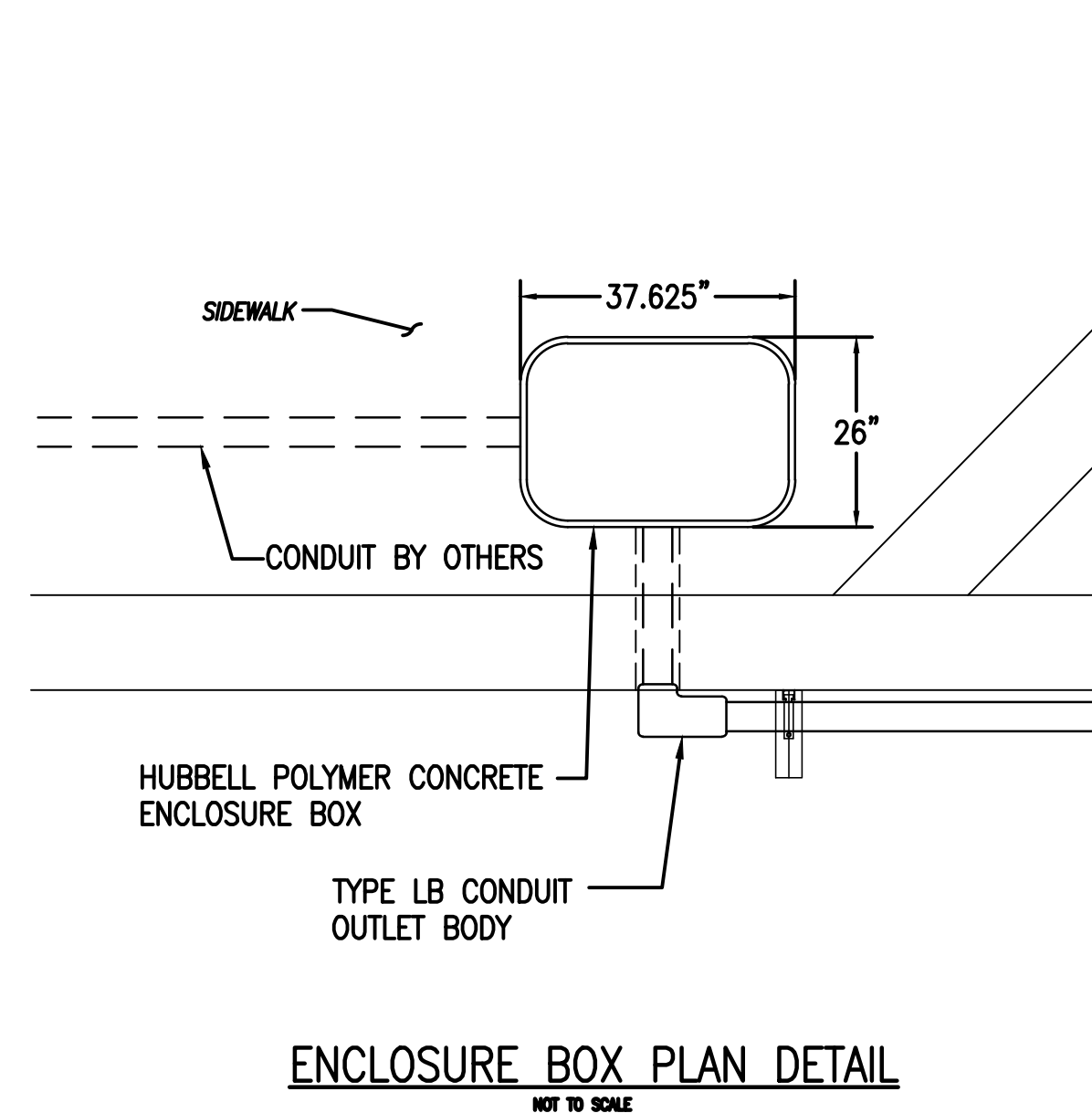
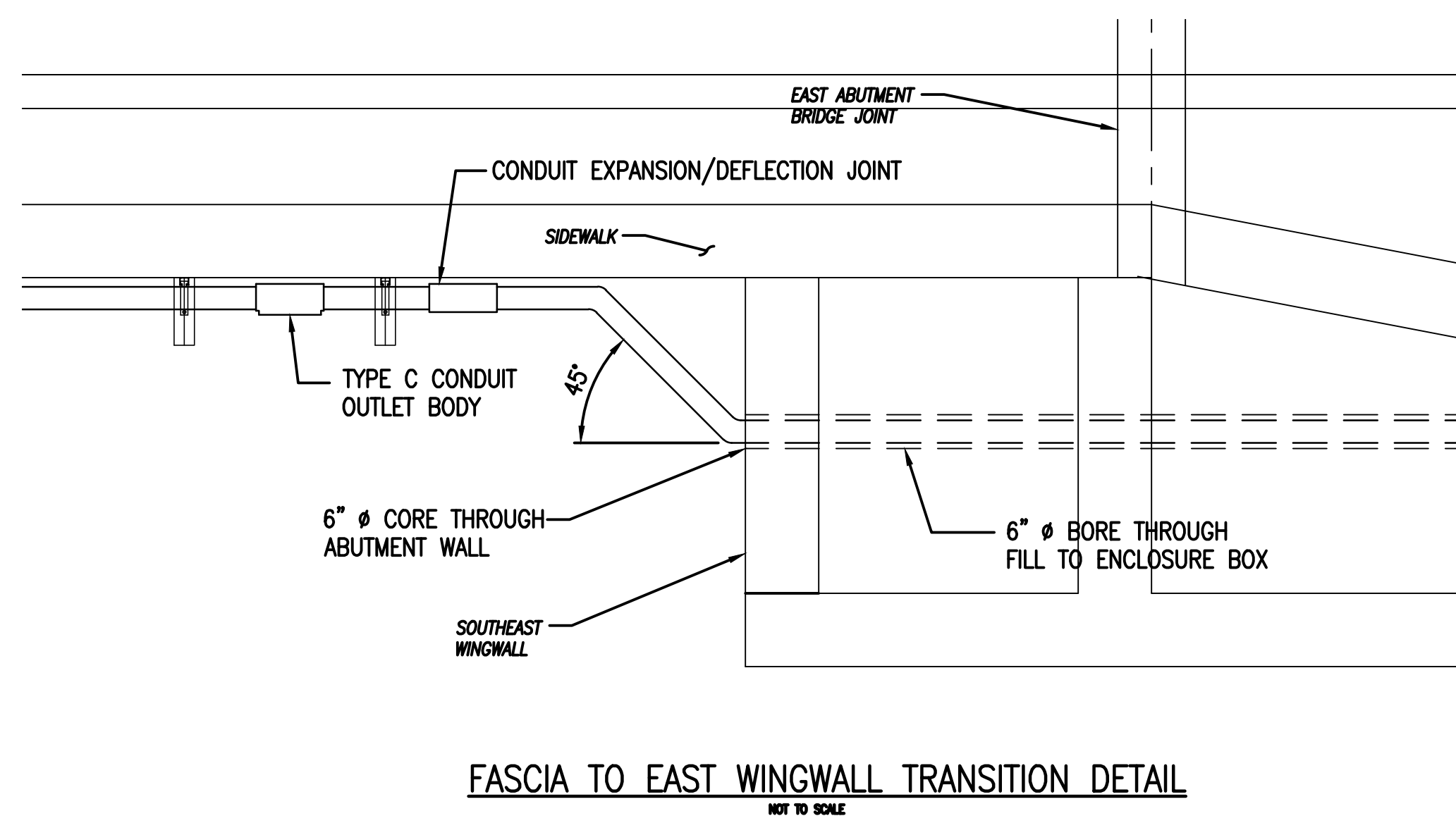
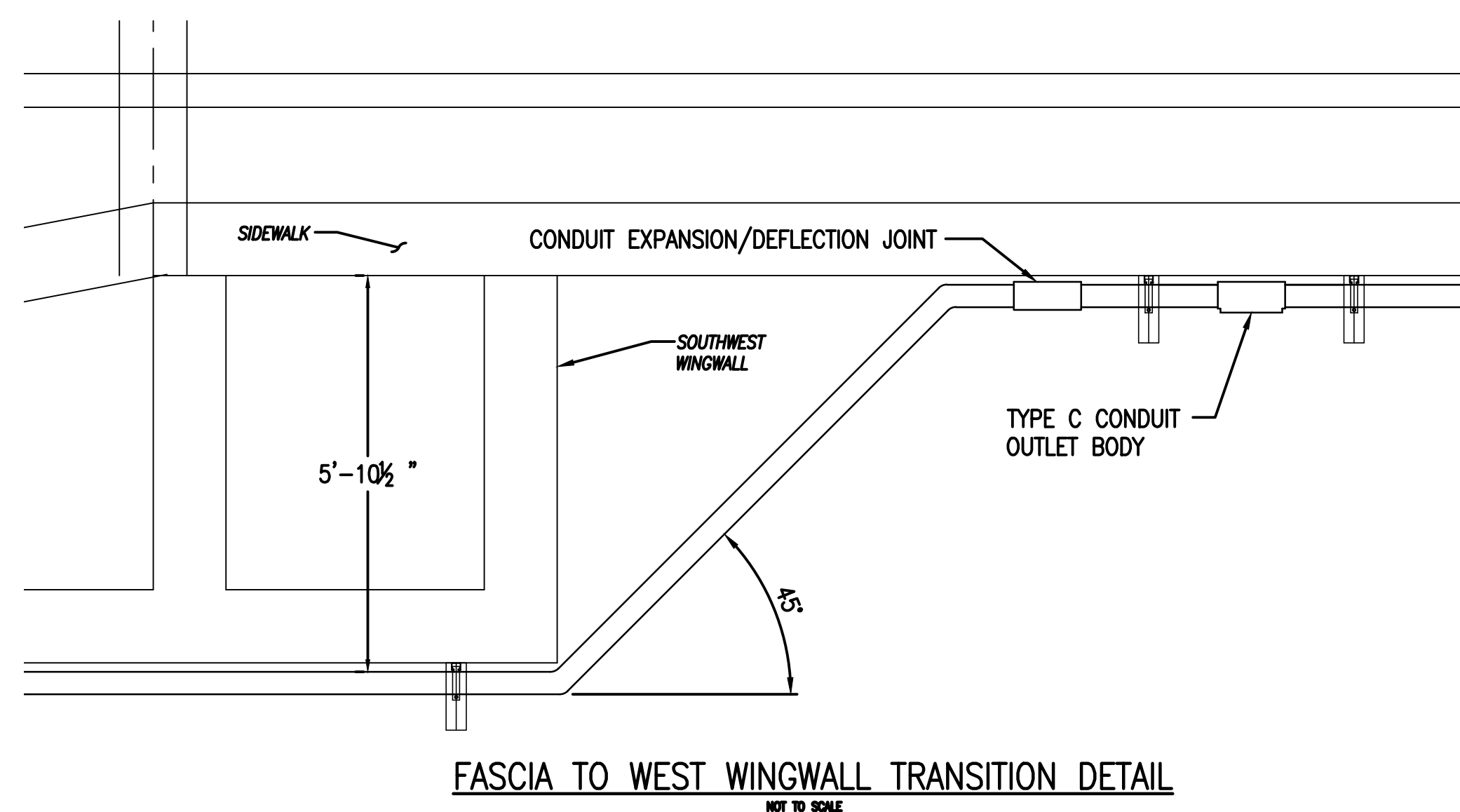
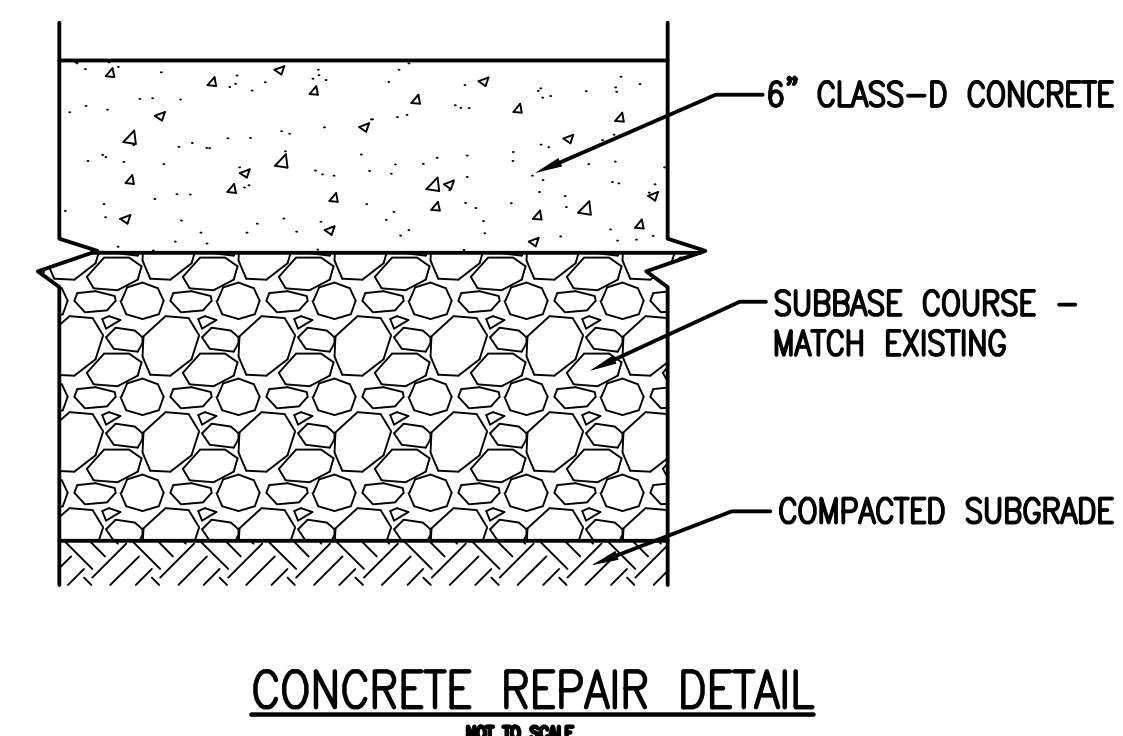
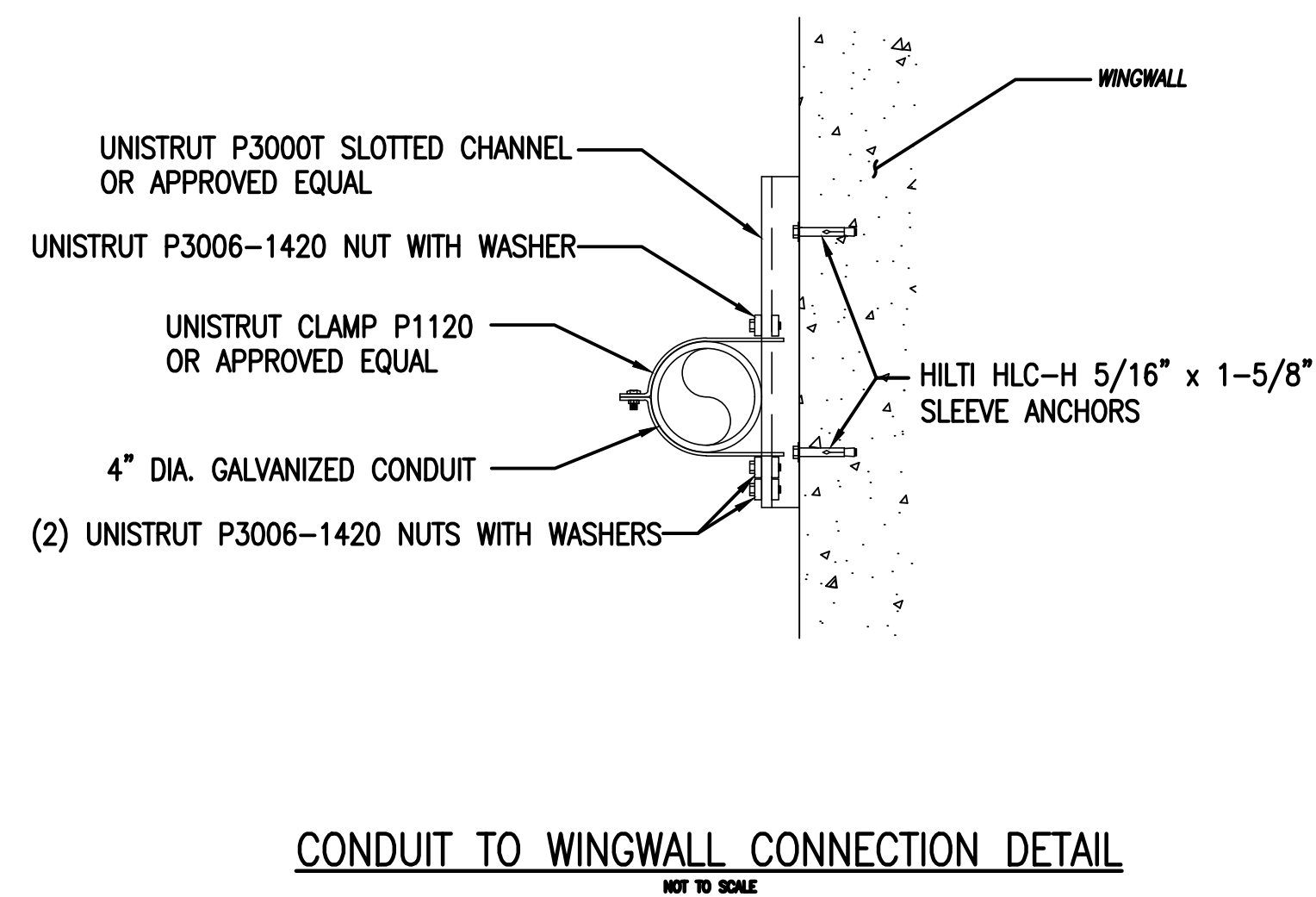
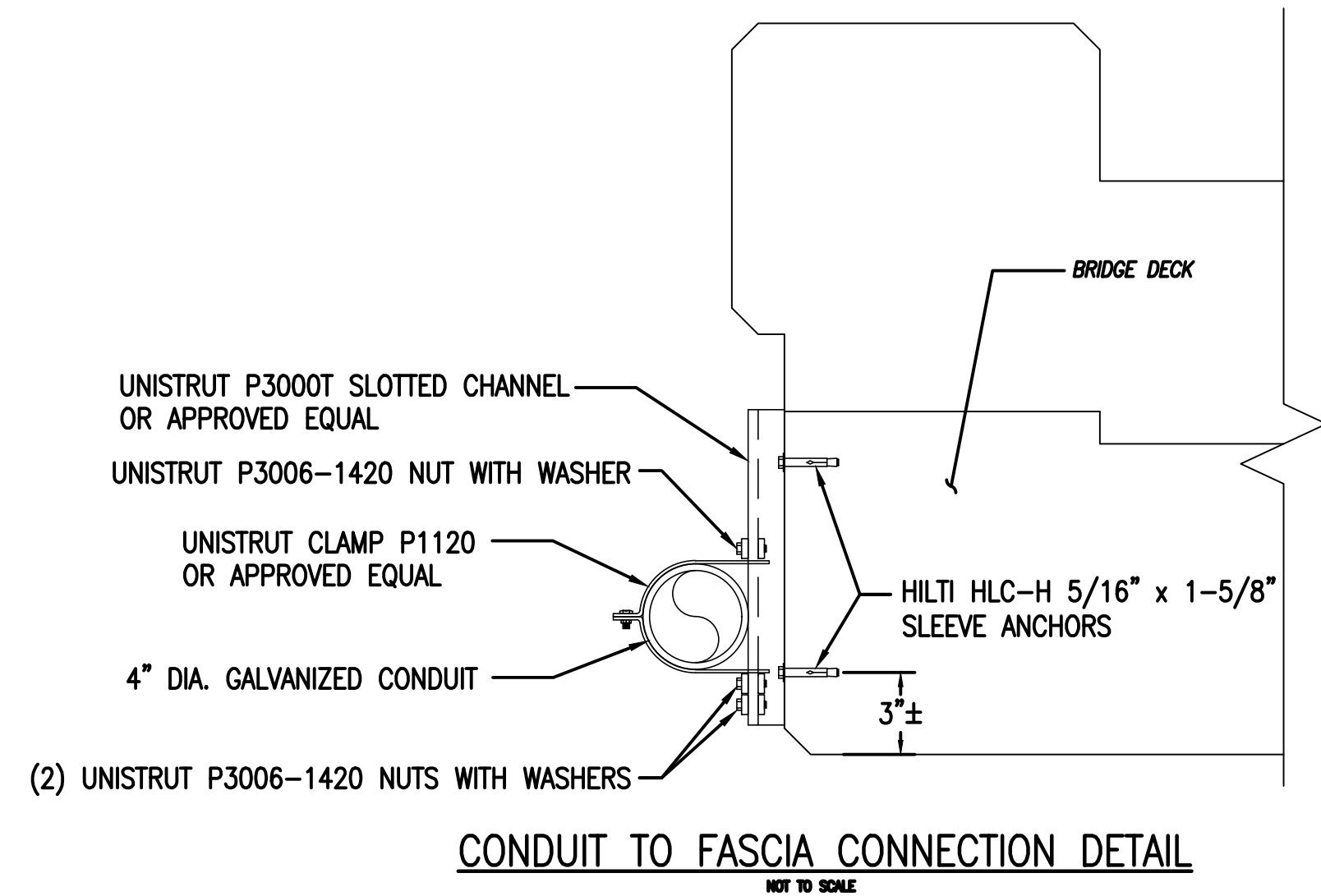
**CONDUIT ELEVATIONS**

DRAWING#

**ST-07**

SHEET#

7 OF 8



**NOTES:**

1. SEE DRAWING ST-06 FOR PLAN.
2. SEE DRAWING ST-07 FOR CONDUIT ELEVATIONS.

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**CONDUIT DETAILS**

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**ST-08**

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