SPECIAL NOTE
RAILROAD AGREEMENT

This project requires an agreement between the State of New York and the New York Atlantic Railway Company (NYAR). The agreement for this project is included here in the RFP and has been approved by the NYAR. The agreement provides for the following (as necessary):

RAILROAD PROTECTIVE SERVICES (FLAGGING, TRACK OUTAGES); SAFETY TRAINING FOR ALL PERSONNEL WORKING ON-SITE; CONSTRUCTION INSPECTION DURING PIPE-JACKING OPERATION

This is a third party agreement between NYSDOT, NYAR and the contractor. The agreement, as contained on the following pages, has been signed by NYSDOT and NYAR. The contractor shall enter into this agreement upon award of the Design-Build Contract. Under the terms of this agreement, the contractor shall reimburse NYAR for costs incurred pursuant to the attached “Fixed Fee Rate Structure”.

The Office of the State Comptroller is responsible for giving final approval. The Contractor should be aware that until the agreement has been approved by the Office of the State Comptroller, the Contractor may not be allowed to enter onto the railroad’s property to perform contract work nor will the railroad provide protective services occasioned by the Contractor’s operations. Any delays experienced by the Contractor which affect the scheduled completion date of the project and which are attributed to delays in processing the State’s agreement with the railroad, or delays by the railroad in progressing the railroad - related work will be considered before the State assesses engineering charges as specified in Section DB 109.15.

Because of railroad involvement, the Contractor’s attention is directed to Section DB 102.6, WORK AFFECTING RAILROADS.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
STATE RAILROAD AGREEMENT
THREE-WAY AGREEMENT FOR ENTRY UPON LANDS
AND
TO REIMBURSE COSTS FOR CHANGES OF FACILITIES

AGREEMENT NUMBER

This Agreement made this 22nd day of August, 2013, by and between: The People of The State of New York (hereinafter called "STATE"), acting by and through the Commissioner of Transportation (hereinafter called "COMMISSIONER"), whose office is the Department of Transportation Administration and Engineering Building, 50 Wolf Road in the Town of Colonie and County of Albany and State of New York; the ___________________________ [to be designated], (hereinafter called "CONTRACTOR"), having its general office at: ___________________________ and New York & Atlantic Railway Company, (hereinafter called "RAILROAD"), having its general office at: 68-01 Otto Rd. Glendale, NY 11385.

WHEREAS, the railroad right of way or property (hereinafter also referred to as "lands") that is the subject of this agreement is included among the property being owned or operated by the RAILROAD.

WHEREAS, the STATE, in accordance with the Highway Law, will prepare plans and specifications for the project: PIN X729.77; D900011; Bridge Replacement Kosciuszko Bridge over Newtown Creek (I-278, BQE); between Kingsland Ave., Brooklyn and the LIE Interchange, Queens (BIN 1075699) (hereinafter called "PROJECT"), and has acquired or will acquire the necessary lands and easements therefore and intends to let a contract for the work outlined therein and will supervise the work performed under such contract, and

WHEREAS, the PROJECT to be designed and built by CONTRACTOR, will be carried across the aforesaid right-of-way of the RAILROAD in accordance with the aforesaid plans and specifications which have been heretofore approved by the RAILROAD, and the STATE and CONTRACTOR have requested the RAILROAD to consent to the entry upon such lands and also to perform certain work hereinafter generally described, for the accommodation of such construction primarily.

NOW, THEREFORE, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. CONSENT TO ENTRY UPON LANDS. The RAILROAD does hereby authorize and consent to the entry by the STATE, CONTRACTOR, their representatives and contractors, upon the RAILROAD's lands and premises shown on the plans referred to above for the purpose of performing all necessary work in connection with the construction of the PROJECT by the STATE and described in said plans and specifications heretofore mentioned, which plans and specifications are hereby made a part of this Agreement by reference. This consent to enter shall be coterminous with the aforementioned highway contract.

ARTICLE 2. CONTRACT WORK. The STATE and CONTRACTOR agree that the construction shall be carried on, with due regard to the protection and maintenance of the property, traffic and operations of the RAILROAD, and in such a manner as to cause no damage to, or unreasonable interference with such traffic or operations.

ARTICLE 3. DESCRIPTION OF WORK. The RAILROAD agrees to make necessary changes in its railroad and railroad facilities to the extent required for the construction of the PROJECT and to construct
and provide such additional facilities as may be needed in connection with the maintenance and protection of railroad traffic during such changes in its railroad and the construction of said PROJECT. The RAILROAD further agrees to coordinate its said work with that of CONTRACTOR and the STATE and to cooperate with said parties.

ARTICLE 4. REIMBURSEMENT. The CONTRACTOR agrees to pay or to reimburse the RAILROAD for the entire cost of any work performed as well as for facilities provided by the RAILROAD and the premiums of any and all insurance policies provided by the RAILROAD under the Agreement in connection with said construction work, pursuant to the provisions of the Federal-Aid Policy Guide, Title 23, Code of Federal Regulations (CFR) Part 140, Subpart I, (Reimbursement for Railroad Work), and amendments thereto. It is intended by the parties hereto that by this reference to said reimbursement procedure and amendments it is agreed that the provisions thereof are deemed to be included herein and are accepted as binding upon the said parties to the same extent and with the same force and effect as if such documents had been set forth in and made a part of this Agreement.

The RAILROAD shall submit to CONTRACTOR, with copies to the STATE evidence of fair and reasonable costs of the aforesaid work performed or facilities provided by the RAILROAD, less the value of materials recovered, as evidence by detailed invoices acceptable to CONTRACTOR and the STATE. CONTRACTOR shall reimburse the RAILROAD in the amount of the approved costs so submitted in accordance with the SCHEDULE OF CHARGES AND EXPENSES specified in the estimate submitted to the STATE by the RAILROAD and made a part hereof. All costs so submitted by the RAILROAD shall be subject to audit by the Comptroller of the State of New York. Reimbursement therefore by CONTRACTOR to the RAILROAD will be made for monthly periods as to the work performed or facilities provided by the RAILROAD in accordance with approved certificates showing the cost of the work so performed or facilities provided up to and including the last day of the previous month. Upon the completion of all said work by the RAILROAD pursuant to this Agreement, a final statement of costs shall be submitted to CONTRACTOR within one hundred eighty (180) days. Upon the receipt of the final statement of costs by the CONTRACTOR, the STATE may conduct an audit of the RAILROAD’s project account records within one hundred eighty (180) days to determine the resources applied or used by the RAILROAD in fulfilling the terms of this Agreement. Upon the completion of said audit and concurrence by the RAILROAD, the final reimbursement payment will be made to the RAILROAD.

On projects financed in whole or in part with Federal funds, and in recognition of the participation by the Federal Government in the costs to the STATE of this PROJECT, the RAILROAD shall keep and retain cost records and accounts so that they will be available for audit by authorized representatives of the Federal Highway Administration. The RAILROAD does further agree that on or before the date of its final billing pursuant to this Agreement, it will notify the COMMISSIONER in writing of the location where such cost records and accounts will be available for the Government, all in accordance with Title 23, CFR Part 140, Subpart I of the U.S. Department of Transportation Federal-Aid Policy Guide and amendments thereto.

ARTICLE 4(a). AGREEMENT PAYMENTS. The RAILROAD shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the CONTRACTOR must contain all information and supporting documentation required by the Agreement.

ARTICLE 5. FUNDS AVAILABLE. This contract shall be deemed executory only to the extent of money available to the STATE for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York or the RAILROAD beyond moneys available for the purpose thereof.

ARTICLE 6. EFFECTIVE DATE OF AGREEMENT. This Agreement shall take effect on the 22nd day of August, 2013.
ARTICLE 7. TERMINATION OF AGREEMENT. The STATE will obtain the RAILROAD's written acceptance of all contract work in connection with this PROJECT prior to releasing the CONTRACTOR from his contractual obligations.

The STATE reserves the right to terminate or suspend this Agreement, for any reason whatsoever. Such right of termination or suspension shall be exercised at the discretion of COMMISSIONER, by delivery of written notice thereof to the RAILROAD, and such termination or suspension shall thereupon take effect immediately.

However, nothing in this Agreement or in this Article 7 shall relieve the CONTRACTOR of its obligation to reimburse the RAILROAD for costs and expenses which the RAILROAD has incurred or committed itself to under the terms or for the purposes of this Agreement prior to such termination or suspension.

Should no other action be required, this Agreement shall be considered terminated on such date as the RAILROAD receives the final reimbursement payment from the CONTRACTOR for its final statement or costs submitted in accordance with Article 4 hereof.

ARTICLE 8. DIVISION OF MAINTENANCE. Upon the completion and acceptance by the STATE of the contract work as indicated on the plans.

The State through its Department of Transportation, shall maintain the entire structure and its supports carrying the highway over the tracks of the RAILROAD, pursuant to Section 340 – b of the Highway law.

Before entering upon the property of the RAILROAD to perform any maintenance, the STATE and/or CONTRACTOR shall give due notice to the Chief Engineer of the RAILROAD.

ARTICLE 9. RESPONSIBILITY. In addition to the protection afforded to the STATE under any available insurance, the STATE shall not be liable for any damage or injury to the RAILROAD, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with the RAILROAD's work, activities or operations pursuant to this agreement, whether undertaken by Company's own forces or by contractors or other agents working on the RAILROAD's behalf. To the fullest extent permitted by law, the RAILROAD agrees to defend, indemnify and hold harmless the STATE, the New York State Department of Transportation, CONTRACTOR, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the RAILROAD's, work, activities or operations pursuant to this agreement.

ARTICLE 10. INSURANCE REQUIREMENTS. The STATE agrees that as a condition of being provided access to the PROJECT location, that insurance shall be procured, including a Railroad Protective Liability Insurance policy issued to the RAILROAD, which shall be in accordance with U.S. Department of Transportation Federal-Aid Policy Guide, and any amendments thereto with limits as shown in Title 23, CFR Section 646.107.

In addition, STATE shall require its contractor to furnish the kinds and amounts of insurance, as follows:

1. Commercial General Liability Insurance: Each and every party performing work in connection with the PROJECT described herein shall be required to be insured under a policy of insurance. Such contractor or contractors shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business
contract) occurring on or in any way related to the premises or occasioned by reason of the operations of the primary named insured. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage), including any excess liability insurance providing coverage in an amount of five million dollars ($5,000,000.00) per occurrence and five million dollars ($5,000,000.00) aggregate. Aggregate coverage must be secured on a per-project basis. This insurance must be endorsed to provide coverage to “the RAILROAD, the State of New York/New York State Department of Transportation, any municipality in which the event is conducted, and any governmental entity whose facilities are affected by the event, and any of their employees or agents working for or on the facility,” using ISO form CG 20 10 07 04 or a form that provides equivalent coverage.  

2. **Protective Liability Insurance**: In the event that work is to be performed exclusively by RAILROAD, the CGL requirement referenced above, may take the form of Railroad Protective Liability (RRPL) insurance or self insurance. In the event that one or more contractors are to be utilized for the PROJECT, then the primary contractor shall secure an RRPL policy in the name of RAILROAD providing coverage in an amount of two million dollars ($2,000,000.00) per occurrence and not less than six million dollars ($6,000,000.00) aggregate.  

3. **Workers’ Compensation and Disability Insurance and Employers’ Liability Insurance**: As required by State Finance Law §142, any Contractor working on the PROJECT shall maintain in force workers’ compensation insurance for all of Contractor’s employees. Contractors shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.  

4. **Automobile Insurance (applicable where automobiles or other vehicles will be used in relation to the event)**. Contractor(s) shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any automobiles (including owned, hired and non-owned vehicles) on and around the project. Coverage shall be in an amount of not less than one million dollars ($1,000,000.00), each accident.  

**ARTICLE 11. ASSIGNMENT OF AGREEMENT.** The RAILROAD and CONTRACTOR agree not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein or its power to execute such Agreement, to any person, RAILROAD or corporation without the previous consent in writing of the COMMISSIONER, unless a transfer of its entire property and assets is made. In case the RAILROAD and/or CONTRACTOR shall, with the consent of the STATE, make contracts for any part of the work or facilities covered by this Agreement, the terms of said contracts shall be subject to the approval of the STATE. The RAILROAD shall pay its contractors in accordance with the terms of such contracts and CONTRACTOR agrees to reimburse the RAILROAD for the cost thereof.  

**ARTICLE 12. STARTING OF WORK.** The RAILROAD agrees to start the work covered by this Agreement only after the STATE or its CONTRACTOR has notified the Chief Engineer of the RAILROAD in writing that it may proceed.  

**ARTICLE 13. REQUIRED STATE AND FEDERAL CONTRACT CLAUSES.** During the performance of this contract, the RAILROAD and CONTRACTOR agree to comply with all applicable Federal and State required contract provisions which appear as ‘Modified Required Contract Provisions Federal-Aid Construction Contracts’, ‘Appendix A’ and ‘Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act)’ and Appendix A-2 (Iran Divestment Act) respectively and are hereby made a part of this Agreement.  

With respect to Appendix A, the STATE, CONTRACTOR and the RAILROAD understand and agree that the hours of labor of the RAILROAD's employees are governed exclusively by the Federal Hours of Service Act, 35 Stat. 1415 (1907), as amended, and that the prevailing rate of wages for the RAILROAD's employees shall be that rate determined by the RAILROAD. The RAILROAD and the STATE further understand and agree that if the RAILROAD subcontracts with a third party not engaged in interstate commerce to perform an obligation of this Agreement, the above mentioned sections will apply.
to the subcontractor. These understandings are essential to this Agreement, and any subsequent legislation, judicial or administrative decisions, or opinions of the State Attorney General inconsistent with these understandings, shall relieve both parties of their obligations, hereunder until a mutually acceptable substitute understanding is reached. In the event that no mutually acceptable substitute understanding is reached, then either party may terminate the Agreement.

**ARTICLE 14. NOTICES.** All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by e-mail.

1. Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**New York & Atlantic Railway Company**
Name: Mr. Paul Victor,
Title: President
Add: 88-01 Otto Rd.
Glendale, NY 11385
Phone: 718 928 - 2319
E-Mail: pvictor@anacostia.com

**State of New York [NYSDOT]**
Name: Mr. Giuseppe D’Angelo, P.E.
Regional Construction Engineer
Address: 47-40 21st Street - Room 304
Long Island City, NY 11101
Telephone Number: 718 482 4805
E-Mail: Giuseppe.D’Angelo@dot.ny.gov

**CONTRACTOR: To be Designated**
Name: ____________________________
Title: ____________________________
Address: ____________________________
Fax: ____________________________
Phone: ____________________________
E-Mail: ____________________________

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**IN WITNESS WHEREOF,** the STATE has caused this Agreement to be signed by the Commissioner of Transportation, CONTRACTOR, and the RAILROAD has caused these presents to be signed by its duly authorized officer on the day and year first above written:

If any clause, sentence, subdivision, paragraph, section or part of the contract be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the
remainder thereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

PIN X729.77

RECOMMENDED: August 22, 2013

By: Michael A. Mariotti, P.E.
Supervisor, Rail Agreements Section

AGREEMENT NUMBER

NYSDOT Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK (L.S.)

By: ________________ for: Commissioner of Transportation

New York & Atlantic Railway Company

By: ________________
Title: ________________ (Contractor)

By: ________________
Title: ________________

The following acknowledgment to be completed by the RAILROAD

COUNTY OF Queens SS:

On this 28 day of August, 2013, before me personally came Paul M. V. to me known to be the President of New York & Atlantic Railway Company, the corporation described in and which executed the foregoing instrument: acknowledged to me that he executed the same pursuant to authorization by the Board of Directors of said corporation.

NOTARY PUBLIC

JOHN SUAREZ
NOTARY PUBLIC, State of New York
No. 01538330105
Qualified in Nassau County
Commission Expires Nov. 15, 2015
The following acknowledgment to be completed by CONTRACTOR

COUNTY OF

) SS:

On this ____________ day of ________________, 20__, before me personally came ________________

__________________________ to me known to be the

__________________________ of ________________, the corporation described in and which executed the

foregoing instrument: acknowledged to me that he executed the same pursuant to authorization by the

Board of Directors of said corporation.

__________________________
NOTARY PUBLIC

__________________________
APPROVED AS TO FORM
NEW YORK STATE
ATTORNEY GENERAL'S SIGNATURE

Dated_____________________

__________________________
NEW YORK STATE
COMPTROLLER'S SIGNATURE

Dated_____________________
# NEW YORK & ATLANTIC RAILWAY
## FIXED FEE RATE STRUCTURE

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<th>Service Description</th>
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<th>2015</th>
<th>2016</th>
<th>2017</th>
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<td>Flat Rate PER 8 HOUR DAY</td>
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<td>Per 10 person class</td>
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<td>$2,575.00</td>
<td>$2,653.00</td>
<td>$2,733.00</td>
<td>$2,815.00</td>
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</tbody>
</table>

*Note: All rates are for a minimum 8 hour day and include all administration and overhead charges.*

*Any track outage of 11 hours or more shall be charged at the flat rate but in no instance shall exceed 12 hours except in an emergency or unless previously planned and approved by NYA.*

*All invoices must be paid within 30 days of receipt.*
SPECIAL NOTE
Coordination with Railroad

D900011
(BIN1075699)

The Contractor shall note that this project requires close coordination with the New York Atlantic Railway Company (NYAR). It is anticipated that the railroad will provide their own personnel to implement railroad protective services while certain project operations take place adjacent to, over or under the railroad's tracks, facilities, right-of-way and property. The protective services must be in-place, as determined prior to the start of construction, to insure the safe operation of trains, prevent the delay of trains and insure the safety of all property and personnel on the project site. The contractor shall be required to comply with NYAR's "Requirements for Contractors Entering and Working in Freight Only Territory", attached.

The Contractor is advised that the railroad requires all personnel expected to work on the project site to complete NYAR's safety training program according to the General Railroad Safe Operating Code. NYAR will not accept previous certification for similar training under NORAC, AMTRAK, LIRR or NYC MTA programs as substitutes for NYAR's safety training program according to the General Railroad Safe Operating Code.

The Contractor shall coordinate and schedule his construction activities with NYAR's Manager for Safety Training and Systems no later than ten business days prior to the start of the work, so that a workable schedule can be formulated and agreed upon. The Contractor's primary point of contact at NYAR is Mr. Paul Victor, (718) 497-3023.

Because of railroad involvement, the Contractor's attention is directed to Section DB 102.6, WORK AFFECTING RAILROADS, in the current "Standard Specifications, Construction and Material Publication of the New York State Department of Transportation".

See also NYAR Requirements for Contractors Entering & Working in Freight Only Territory
New York & Atlantic Railway ("NYA")
Requirements for Contractors Entering and Working in Freight Only Territory

The following document sets for the procedures and requirements for all persons requesting access to New York & Atlantic Railway ("NYA") property which has been designated by the Operating Agreement between the NYA and the Long Island Rail Road ("LIRR") as Freight Only Premises.

RIGHT OF ENTRY

A Right of Entry Agreement must be executed prior to entering any property under the custodial and/or operational control of the NYA. It sets forth terms and conditions, fees, liability and insurance coverage and their limits, contractual and legal responsibilities of both the NYA and the “Grantee”. Other written contractual arrangements may be accepted pending review by NYA corporate counsel.

FEE SCHEDULE

The NYA charges for certain services such as training, providing On-Track protection and engineering inspection of track(s) following work that may disturb the track structure. Such fees are attached.

TRAINING

All persons must be trained in Roadway Workplace Awareness, a 2-4 hour training course provided by NYA personnel at the Fresh Pond (Glendale) Training Facility. A current certification under the General Code of Operating Rules “GCOR”, such as that provided by CSX or Norfolk Southern or other railroad, will be accepted in lieu of our training. This is because the NYA Maintenance of Way Operating Rules represents a subset of the GCOR rules.

Kindly note that certification under NORAC, AMTRAK, LIRR or NYC MTA (Subways) are not accepted as they utilize different operating rules.

OPERATIONS

Prior to fouling a track, a request must be made for On-track Safety via Inaccessible Track. The NYA desires that such requests be made in writing (email preferred) by 3pm on the prior day. Traffic and other operational considerations permitting, the Yardmaster will approve a track outage and the segment of track shall be rendered inaccessible by means of lining and securing a switch to prevent movements to that segment, utilizing a derail or by placing a flagman into position at the end of the Working Limit.

A fee is assessed for any track outage due to constraints on operational and scheduling flexibility, the use of a flagman as necessary and securing the working limits against the movement of a train. A track outage is granted for no more than 8 hours at a time. If the outage exceeds beyond that time, an hourly rate is charged for the 9th and 10th hours. If the outage extends beyond 8 hours, another daily fee will be assessed for the next 8 hours regardless of the amount of time utilized. In no event shall an outage exceed 12 hours, except in an emergency, without prior approval and strategic planning between the contractor and NYA.
SPECIAL NOTE ON RAILROAD
PROTECTIVE LIABILITY INSURANCE

D900011 (BIN1075699)
PIN X729.77

1. Each policy of railroad protective liability insurance shall be issued with limits of:

   **BODILY INJURY LIABILITY**       **PROPERTY DAMAGE LIABILITY**

   Single limit of $2,000,000 combined Bodily Injury Liability and/or Property Damage Liability for each occurrence with a $6,000,000 Aggregate limit applying separately to each annual period.

2. Before any work is started on the RAILROAD's right-of-way, the Contractor shall furnish:

   Owner/Operator: MTA/ Long Island Rail Road Co. / New York & Atlantic Railway Co.

   with a policy of railroad protective liability insurance taken out singularly in the name of each railroad company identified as an owner/operator in each of the above lines. Said policy(s) shall be subject first to the approval of each named railroad company and the contractor shall also furnish each named railroad company with a copy of the New York State Department of Transportation's Form C-218, Certificate of Insurance for Construction and Reconstruction of State Highway Projects.

   This Railroad Protective Liability Insurance Policy issued to the RAILROAD shall be in accordance with the U.S. Department of Transportation; Federal Highway Administration, Federal-Aid Policy Guide, 23 CFR Part 646 Subpart A dated December 9, 1991.

   The Contractor shall procure and maintain at its own expense, and without expense to the State or Railroad, the above captioned Railroad Protective Liability Insurance. The policies shall not be changed or canceled until thirty (30) days written notice has been given to the Commissioner and the above listed railroad(s).

THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION DB 102.6: WORK AFFECTING RAILROADS.
SPECIAL NOTE
INSTALLING NEW SEWER UNDER THE RAILROAD

D900011
(BIN1075699)

The project entails installing a new sewer line under the New York Atlantic Railway Company (NYAR) tracks for outfall to Newtown Creek. Storm water runoff from the proposed bridge deck of the Queens approach and from a portion of the Main Span will be collected in scuppers and downspouts. The runoff will be directed to the creek via a proposed 36 inch diameter, concrete pipe, located beneath the new structure and passing under NYAR tracks before outfall to the creek. The new sewer pipe will be installed a minimum of 7 feet below the tracks.

It is assumed the Contractor will install the new pipe by jacking it beneath the tracks. The Contractor may, however, propose to install the pipe using boring or open cut techniques. A larger vertical clearance of 10 feet to 12 feet is typically required to accommodate a boring installation.

Installation of the new sewer must be coordinated with Buckeye Pipeline, since the Buckeye pipe is only 2 feet to 3 feet below grade. A schematic depiction of the installation is attached.

Work associated with the said pipe installation requires that the contractor submit its proposed design to NYAR for review and approval. The contractor is advised that NYAR requires three weeks lead time to review the approved construction scheme. The contractor shall not be responsible for the costs associated with NYAR's design review.

Because of railroad involvement, the Contractor's attention is directed to Section DB 102.6 WORK AFFECTING RAILROADS.