

SPECIAL PROVISION

NOTE: This special provision is generally written in the imperative mood. The subject, "the *Contractor*" is implied. Also implied in this language are "*shall*", "*shall be*", or similar words and phrases. The word "*will*" generally pertains to decisions or actions of Sedgwick County Public Works.

CONSTRUCTION WORK WITHIN RAILROAD RIGHT-OF-WAY

The following general requirements shall apply to the construction of this project involving work within the Right-of-Way of the Railroad Company at the locations indicated on the Plans.

All work shall be performed in such a manner that the least possible delay will be occasioned the Railroad Company in the operation of its trains and the least possible damage caused to its property.

Sedgwick County has not secured nor assumes any obligation, responsibility or liability to secure any permit or agreement from the Railroad Company to perform any work involved with or necessitated by this contract across or upon the Railroad Company's right-of-way, track or property. Sedgwick County shall not assume any obligation or liability to pay any cost and expense incurred by the Contractor in securing the agreement or permit for the crossing from the Railroad Company, including, but not limited to, insurance coverage in addition to that provided in this contract, and any watch-persons as required by the Railroad Company.

The Contractor shall submit to the Engineer one (1) copy of the Railroad Protective Liability Insurance Policy on behalf of the Railroad Company. This shall be submitted prior to issuance of the Notice to Proceed.

In addition to the above requirements, the Contractor shall comply with the following:

- A. The Contractor shall maintain contact and liaison with the Railroad Company's General Manager or his authorized representative. The time and manner of doing the work shall have the General Manager's approval.
- B. Men, material, equipment and machinery shall, at all times, be kept at least five (5) feet from the center line of the Railroad Company's main track and there shall be no crossing of the Railroad Company's tracks except at existing, adjacent, open public crossings.
- C. The Contractor shall provide necessary crossing watch-persons as required by the Railroad Company.
- D. The Contractor shall notify the Railroad Company's General Manager in writing at least 10 days in advance of commencing work on the Railroad Company's right-of-

way and at least 24 hours in advance of starting any work which may require protection.

After the work near the tracks has been started it shall be carried on continuously to the end that the same may be completed and the site cleared with the least possible delay.

After completion of the construction operations the premises of the Railroad Company shall be restored by the Contractor to substantially its former condition or to a condition satisfactory to the Railroad Company.

No reimbursement will be made by Sedgwick County for the cost of any changes made for the benefit or convenience of the Contractor of any property or facility of the Railroad Company in addition to those shown on the Plans for the construction of the property.