

APPENDIX - B

GENERAL PROVISIONS CONTRACT SPECIFICS

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Appendix A – G&W Requirements

- G&W General Special Provision
- G&W Public Project Manual
- G&W Protection of Railroad Interest
- G&W Engineering Safety Rules & Procedures
- Right-of-Entry Application
- Railroad Protective Liability Application

Appendix B – 1998 Bridge Rehabilitation Plans

GENERAL PROVISIONS - CONTRACT SPECIFIC REQUIREMENTS

NOTICE TO CONTRACTORS

WORK ON NEAR OR ABOVE RAILROAD PROPERTY:

The Contractor is responsible to obtain all necessary permits and railroad flagger/protection oversight, associated with working adjacent to or on railroad property. The Contractor must submit for all permits within one week of the award of the Contract. It is expected to take between six and eight weeks for the permits to be issued. **All costs** associated with Railroad requirements, including but not limited to; applications, permits and flagger protection; **will not be paid for separately** and will be considered incidental to and included in the cost for the repair work being performed.

Any entry or construction activities on railroad right of way must be authorized by the railroad in writing. Written authorization is obtained through a Right of Entry Permit or Contractor Occupancy/Access Agreement. The application is accessible via the link provided below. A copy of these documents is included in Appendix A for reference only, the Contractor will be responsible for obtaining the latest application and documents.

<https://www.gwrr.com/real-estate/accessing-property/>

The applicant must submit the completed application to the Real Estate Department including a check or money order, to cover the non-refundable fee of \$1,750 made payable to the Railroad. The application must include latitude and longitude with aerial map of proposed worksite, and complete scope of work. If any of these items on the application are incomplete, the application will be immediately rejected.

The standard term for a Right of Entry Permit or Contractor Occupancy/Access Agreement is sixty (60) days. Longer terms are reviewed on a case by case basis and may be assessed additional fees.

Upon approval of the application, the Real Estate Department will draft an agreement and forward to the applicant for signature. Application does not guarantee approval. The applicant must then return the signed document to the Real Estate Department along with the pertinent certificate of insurance outlined in the agreement. Once in receipt of these documents, the agreement will then be executed on behalf of the Railroad.

For “standard processing”, the entire process takes between 6-8 weeks. “Expedited processing” will reduce the processing time to between 1-2 weeks and costs an additional \$3,000. If the application and plans require engineering approval, and are returned to applicant for revisions in order to meet required specifications the expedited process could take longer than 2 weeks.

For any questions about Right of Entry permits please contact:

Crystal Galbreath
Real Estate Manager
(904)596-7782
Crystal.galbreath@gwrr.com

Brittany Lewis
Real Estate Coordinator
(904) 596-7798
brittany.lewis@gwrr.com

The Contractor is hereby notified that all railroad specifications contained elsewhere herein are for reference and final specifications to be provided by the railroad shall be made a part of this contract, and that the Contractor shall be bound to comply with all requirements of such

specifications. The requirements and conditions set forth in the subject specifications (See Appendix A) shall be binding on the Contractor just as any other specification would be.

The Contractor is herein notified of the following railroad related special provisions /specifications that are part of this contract including but not limited to:

- G&W General Special Provision: This specification provides general requirements for the Contractor to work on the property upon which the railroad operates. The cost of complying with the specification shall be included in the general cost of the work.
- G&W Public Project Manual - These specifications provide requirements for the Contractor. The cost of complying with the specification shall be included in the general cost of the work.
- G&W Protection of Railroad Interest
- G&W Engineering Safety Rules & Procedures
- G&W Right of Entry Application
- G&W Railroad Protective Liability Application

These documents can be found in Appendix A. The Contractor will be responsible for obtaining and complying with the latest documents and requirements to be provided by the Railroad.

1. No storage of material shall occur on G&W Railroad Right-of-way. No construction equipment shall be allowed to drive on tracks.
2. Positive drainage away from the tracks must be maintained at all times. Track shoulder and ditches must be maintained during and after construction. Any restoration of the shoulder and ditches shall be per the G&W standard roadbed section.
3. Any damage to track or adjacent areas to track in proximity to the bridge shall be restored to original or better condition and in accordance with G&W specs. No additional cost will be provided for damage to railroad property.

UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION

The Contractor shall be required to work within the space restrictions of the existing bridge and adjacent bridge mounted and overhead utilities where present within the work space.

Utility work is NOT anticipated in this preservation project. Existing utilities will remain in-place and undisturbed throughout the construction duration without any disruption to service. The Contractor shall adhere to all clearances and safety requirements of all nearby utility companies. It is required that the Contractor notify each utility company no less than two (2) weeks in advance of any work near the existing utility facilities. Any damage to existing utilities shall be replaced or repaired to the satisfaction of the Engineer at no additional cost to the State. During the progress of the work, the Contractor shall cooperate with the Owners of the utilities and permit their representative's access to the work to determine if their utilities are being endangered in any way.

For reference, the utility/municipality representatives are as follows:

P&W Railroad

Robert Garland
General Manager
381 Southbridge Street
Worcester, Ma. 01608
(508) 365-7841
R.Garland@gwrr.com

William Reposa
Director of Engineering
381 Southbridge Street
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G&W Railroad

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G&W Railroad

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Katie McGuier
Utility Applications and Accessing Properties
Katie.McGuier@gwrr.com
(904) 900-6276

Rhode Island Energy Electric

Mr. Patrick Ventre
Project Manager
RI Projects & Contracts
280 Melrose Street
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732-672-3359
Pventre@RIEnergy.com

Rhode Island Energy Gas

James Paulette, Principal Engineer
PW Gas Engineering
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Providence, RI 02903
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May Zhen
Principal Engineer
Rhode Island Energy –
PW Gas Engineering
477 Dexter Street,
Providence, RI 02903

Office: 781-907-34632847
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MZhen@rienergy.com

COX Communication / Northeast Region

Mr. Shawn Murphy
Right-of-Way Agent II
Office: 401-430-5599
Shawn.Murphy@cox.com

Cumberland Water Dept

Superintendent Robert Ray
98 Nate Whipple Highway
Cumberland, RI 02864
(401) 658-0666
rray@cumberlandri.gov

Lincoln Water Commission

Peter D. Dilozenzo
Chief Engineer / Superintendent
96 Old River Road
Lincoln, RI 02865
(401) 334-6735

Cumberland Police Department

Matthew Benson
Chief of Police
1379 Diamond Hill Rd
Cumberland, RI 02864
(401) 333-2500
mbenson@cumberlandpolice.com

Lincoln Police Department

Dennis Fleming
Chief of Police
100 Old River Rd
Lincoln, RI 02865
(401) 334-4244

Cumberland Fire Department

3502 Mendon Rd
Cumberland, RI 02864
(401) 658-0544

Lincoln Fire Department

Robert S. Fisher
Fire Chief
P.O. Box 1
Lincoln, RI 02865
(401) 333-1242
rfisher@lincolnFDRI.org

Verizon

Mr. Peter DeCosta
Engr III Spec-Ntwk Eng & Ops
Verizon State Highway Coordinator
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Pawtucket, RI 02860
Cell: 508-944-6701
Peter.x.decosta@verizon.com

ENVIRONMENTAL REQUIREMENTS:

During the proposed construction activities, the Contractor shall take any and all measures to prevent any debris, equipment or materials from falling onto the roadway, bike path, railroad, or river adjacent to or under the work area. There shall be no separate payment for implementation of these measures; all costs associated with such measures will be included in and incidental to the various items for which they are required. Any debris, equipment, or materials that fall onto the roadway, bike path, or river is to be completely removed immediately.

The proposed construction staging areas must be coordinated with the Engineer for approval prior to the start of work. The Contractor shall not store materials or conduct operations within the limits of the roadway or sidewalks. The Contractor shall not disturb, park, store equipment or material, or stockpile under the tree drip lines. Caution must be taken at the northeast corner of the bridge, where an existing plant resembling the Allegheny Mountain Crowfoot was observed. There shall be no stockpiling of construction equipment, materials, vehicles, etc., on any private property or on the bridge. The Contractor shall not store any material or park any vehicle across utility vaults, driveways, or sidewalk areaways designated for pedestrian use within the project limits at any time during this contract. In addition, no storage, equipment, or stockpiles shall be within thirty feet of an active travel lane.

TREE CUTTING AND CLEARING RESTRICTION:

All phases/aspects of the project (e.g., temporary work areas, alignments, survey, repairs etc.) will be modified, to the extent practicable, to avoid tree removal* in excess of what is required to implement the project safely. All efforts shall be made to limit impacts to trees to the minimum tree trimming necessary for access.

All tree removal of trees equal to or greater than 3 inch diameter at breast height shall be completed between November 1st and April 14th. The Contractor shall ensure tree removal is limited to that necessary to perform the work. Prior to tree removal the Contractor shall layout the clearing limits in the field (e.g. with bright orange flagging/fencing or another marking method, subsidiary to the Work) to ensure all tree clearing work is within the tree clearing limits.

*“Tree removal” is defined by the USFWS as cutting down, harvesting, destroying, **trimming**, or manipulating in any other way the trees, saplings, snags, or any other form of woody vegetation.

Tree trimming shall be the responsibility of the Contractor. The Contractor provide two (2) week notice to the Engineer prior to tree trimming. Cost of tree trimming will be considered incidental to the project.

CONTRACTOR’S RESPONSIBILITY FOR DAMAGED STORM DRAINS

The Contractor shall use care when working within or in the vicinity of existing drainage structures. Any drainage pipe or culverts damaged while carrying out work on this contract shall be the Contractor’s responsibility. Any pipe/culvert damaged by the Contractor while carrying out this contract shall be replaced or repaired by the Contractor to the satisfaction of the Engineer at no additional charge to the Contract.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGED UTILITY FACILITIES

The Contractor shall use care when working within or in the vicinity of existing utilities. Any utility pipe, equipment, conduit, wire, cable or appurtenances damaged while carrying out any other work on this contract shall be the Contractor's responsibility. Any utility pipe, equipment, conduit, wire, cable or related appurtenance damaged by the Contractor while carrying out this Contract shall be replaced or repaired by the Contractor to the satisfaction of the Engineer at no additional charge to the Contract.

PROTECTION UNDER THE MIGRATORY BIRD TREATY ACT

CONTRACTORS TAKE NOTE:

There was a large nest comprised of large branches found on the top of the utility lines in Span 4 between floorbeams #4 and #5 observed during the bridge inspection on 1-30-25. Birds were not observed at the time of inspection.



Clearing and Grubbing, Tree Removal, Land Disturbing Activities and Bridge Repairs:

A variety of bird species nest in trees, shrubs and grass areas within the highway ROW. Under the Migratory Bird Treaty Act (MBTA), it is unlawful to intentionally or unintentionally take, capture or kill any migratory bird unless a Migratory Bird Permit is first obtained from the U.S. Fish and Wildlife Service. The USFWS's rules define "take" for MBTA purposes to mean to "pursue, hunt, shoot, wound, kill, trap, capture, or

collect." Each violation of the MBTA can result in a fine of \$15,000, imprisonment for six months, or both.

There are few bird species that are not protected under the MBTA; they are Rock Doves (domestic pigeons), House Sparrows, European Starlings and Monk Parakeets. Although these species are not protected, they must be treated in a humane manner. The Contractor is encouraged to relocate active nests of unprotected species into nearby trees after approval from the RIDOT Natural Resources Unit (401-479-1327).

Bird species that are protected under the MBTA include all waterfowl, herons, eagles, hawks, falcons, owls and songbirds (including swallows, eastern phoebes and American robins). Nests typically may be found empty, with eggs, or chicks from March 1st to August 31st in trees, brush

and open fields. Raptors (hawks, falcon, owls, and eagles) nest as early as January 22nd through August 31st in or on trees, on telephone poles and in open fields.

If clearing and grabbing, tree removal, staging areas or other land disturbing activities will occur during the migratory bird breeding season (March 1st- August 31st), the Contractor shall avoid any active bird nests. During the breeding season, the Contractor should inspect the affected right-of-way for bird nests before commencing work. The Contractor shall not disturb any active nests (completed or partially completed nests that contain eggs or nestlings). If any active nest is discovered and the nest cannot be avoided, work shall stop and the RIDOT Natural Resources Unit shall be contacted to evaluate the potential for disturbance of nests. The project will avoid the removal and destruction of active bird nests except through federal and state approved options.

At no time should large nests of ospreys, hawks, falcons or eagles be destroyed, as these species return to the same nest site year after year and reuse the same nest. If a raptor nest must be removed for work to take place, it can be moved in cooperation with the USFWS.

All questions relating to migratory birds and nesting should be directed to the RIDOT Natural Resources Unit (401-479-1327).

Birds Nesting On or Under Bridges

A variety of bird species nest on or under bridges. State and Federal laws protect some of these bird species (and their nests, eggs and young). Under the Migratory Bird Treaty Act (MBTA), it is unlawful to intentionally or unintentionally take, capture or kill any migratory bird unless a Migratory Bird Permit is first obtained from the U.S. Fish and Wildlife Service. The USFWS's rules define "take" for MBTA purposes to mean to "pursue, hunt, shoot, wound, kill, trap, capture, or collect." Each violation of the MBTA can result in a fine of \$15,000, imprisonment for six months, or both.

There are few bird species that are not protected under the MBTA; they are Rock Doves (domestic pigeons), House Sparrows, European Starlings, and Monk Parakeets. Although these species are not protected, they should be treated in a humane manner. The Contractor is encouraged to relocate active nests of unprotected species into nearby trees, or the Contractor should consider contacting the RIDOT Natural Resources Unit (401-479-1327).

Before commencing any bridge-related construction activities during the breeding season (February 1st-August 31st), the Contractor shall inspect the bridge(s) for bird nests. If any active nest is discovered, work shall stop and the RIDOT Natural Resources Unit shall be contacted. The project will avoid the removal and destruction of active bird nests except through federal or state approved options.

At no time should large nests of ospreys, hawks, falcons or eagles be destroyed, as these species return to the same nest site year after year and reuse the same nest. If a raptor nest must be removed for work to take place, it can be moved in cooperation with the USFWS.

All questions relating to migratory birds and nesting should be directed to the RIDOT Natural Resources Unit (401-479-1327).

Taking of a Migratory Bird

The taking of a migratory bird shall be reported to the RIDOT Natural Resources Unit (401-479-1327). The Contractor shall be responsible for all penalties levied by the USFWS for the taking of a migratory bird. The USFWS's rules define “take” for MBTA purposes to mean to “pursue, hunt, shoot, wound, kill, trap, capture, or collect.”

All questions relating to migratory birds and nesting should be directed to the RIDOT Natural Resources Unit (401-479-1327).

RETAINAGE

The Department will be holding back 5% retainage on Payments.

WINTER SHUT DOWN

There will be no winter shut down on this project.

COORDINATION WITH OTHER CONTRACTORS

It shall be the Contractor’s responsibility to coordinate, cooperate, and schedule his work and all segments thereof with the Engineer, other contractors, property owners, utility owners, and applicable local authorities, so as to minimize impacts to all existing and/or future construction project schedules. Refer to Section 105.07 of the RI Standard Specifications for additional information.

Coordination with the following bridge projects is required:

- Pavement Improvements Cumberland
- Private property work at building complexes below and adjacent to the bridge.