

STRUCTURES
SECTION 5.01
GENERAL CLAUSES

5.01.01--Preservation of Channel: Unless otherwise specified, no excavation shall be made outside of cofferdams; and the natural bed adjacent to the structure shall not be disturbed without permission from the Engineer. If the Contractor does any excavating or dredging at the site of the structure before cofferdams or similar construction are in place, he shall, without extra charge, after the foundations are in place, backfill all such excavated areas to the level of the original ground surface or stream bed with material satisfactory to Engineer. Material deposited within the stream area from foundation or other excavation or from the filling of cofferdams, and all temporary construction resulting from the contractor's operations shall be removed so as to leave the whole in a neat and presentable condition satisfactory to the Engineer.

Structures or any portions thereof, which are founded on bedrock, shall not be constructed until all required rock excavation within a minimum distance of 30 m is completed to the slope lines and depths indicated on the plans.

The Contractor shall carry out his construction operations in conformity with all Federal, State or local requirements relative to the locations and dimensions of channel openings. He shall not obstruct such channels as are required for navigation purposes or the free flow of the stream at any time, except to such extent as the Engineer and other authority may permit; and he shall be responsible for all damage, both to the work and to the property of others, resulting from any temporary obstruction that he may have placed in the channel or stream bed.

5.01.02--Navigable Streams and Harbors: When performing construction work in, over or immediately adjacent to navigable waters, the work shall be carried out subject to the requirements of DEP, Corps of Engineers, U.S. Army, relative to channel clearance and depth, obstructions, etc.; and the work shall be lighted and protected as may be required by the U.S. Coast Guard or other Federal agency having jurisdiction.

No excavated material shall be deposited in navigable waters or adjacent thereto except as permitted by the Corps of Engineers, U.S. Army.

5.01.03--Railroad Crossings: When the contract includes work to be done on, over, under or immediately adjacent to the right of way of any railroad company, the work shall be subject to inspection by representatives of the railroad company, insofar as its interests are concerned; and all operations affecting railroad property or the operation of trains shall be carried on in accordance with the railroad's requirements. The Contractor shall comply with all instructions given relative to the preservation of property, the operation of trains and the safety of all concerned.

The railroad company will provide flagmen for the protection of railroad traffic and those engaged on the work during periods when the nature of the Contractor's operations is such as to make it necessary. The character and extent of the flag protection necessary shall be determined and agreed upon by the railroad company and the Engineer.

Payment for any special or unusual work required to be done by the Contractor shall be described in the special provisions.

The Contractor shall carry insurance in conformity with the requirements of Article 1.03.07. The amount of coverage required may be varied, depending upon the location and character of the project, and then shall be as stated in the special provisions. The limits of liability with respect to insurance in favor of the Contractor and that in favor of the railroad will then be as stated in the special provisions.

Contractor's public liability and property damage insurance shall furnish protection to the Contractor only as respects his operations, or those of his subcontractors, in performing the work covered by the contract. However, when railroad employees are assigned or loaned to the Contractor to perform work in connection with his operations which are not in any way connected with the movement of trains of the railroad, or is not

done under the direct control of the railroad, and if such employees are subject to the direction and control of the Contractor in all matters pertaining to their work and are employees of the Contractor, as evidenced by his payrolls, then the insurance coverage shall include such railroad employees so assigned or loaned to the Contractor.

Railroads' protective public liability and property damage insurance shall furnish protection to the railroad only in respect to the direct operation of the Contractor and subcontractors in performing the work covered by the contract, including acts and omissions of all regular employees of the Contractor and subcontractors in connection with the work. The policy will definitely exclude coverage from liability imposed upon railroads by law due to their negligence or the negligence of their agents or employees in connection with all their direct operations, including railroad operations, any construction or other work that may be performed by them in connection with the project, and also in connection with the acts and omissions of all railroad employees assigned to the work covered by the contract. However, when railroad employees are assigned or loaned to the Contractor to perform work in connection with his operations, which is not in any way connected with the movement of trains of the railroad, or is not done under the direct control of the railroad, and if such employees are subject to the direction and control of the Contractor in all matters pertaining to their work and are employees of the Contractor, as evidenced by his payrolls, then such railroad employees so assigned or loaned to the Contractor shall not be deemed to be employees of the railroad under the policy; but in no event will the policy afford coverage for the railroad as respects injuries to such railroad employees themselves not arising from the negligence of the Contractor or his employees.