



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 18, 2020

SUBJECT: FAU Route 7706 (Lincoln Parkway)
Project STP-5UU5(557)
Section (22)BDR
Logan County
Contract No. 72L96
Item No. 77, January 15, 2021 Letting
Addendum A

NOTICE TO PROSPECTIVE BIDDERS:

Attached is an addendum to the plans or proposal. This addendum involves revised and/or added material.

1. Revised page ii of the Table of Contents to the Special Provisions.
2. Added pages 83-90 to the Special Provisions.

Prime contractors must utilize the enclosed material when preparing their bid and must include any changes to the Schedule of Prices in their bid.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jack A. Elston'.

Jack A. Elston, P.E.
Bureau Chief, Design and Environment

WEEKLY DBE TRUCKING REPORTS (BDE).....80
WORK ZONE TRAFFIC CONTROL DEVICES (BDE).....80
WORKING DAYS (BDE).....82
CN RIGHT OF ENTRY LICENSE AGREEMENT INFORMATION.....83
CN FLAGGING PROTECTION AND CABLE LOCATION REQUIREMENTS.....89

CN RIGHT OF ENTRY LICENSE AGREEMENT INFORMATION



Manager Public Works
Thomas L. Brasseur
700 Pershing Road
Pontiac, MI 48340
T 248-452-4854
Email: thomas.brasseur@cn.ca

Right of Entry (ROE) License Agreement Information

Railroad Company requires everyone (contractor, consultants, etc.) working on Railroad Company property to have a Right-of-Entry (ROE) License Agreement. No work may occur on Railroad Company property nor will flagging protection be provided until ROE License Agreement has been fully executed by both parties and returned.

Follow these steps to obtain a ROE:

1. Applicant will **Email** this completed application to thomas.brasseur@cn.ca
2. Applicant will **mail** a check for the application fee \$1000.00* to the address listed at the end of this document
3. Applicant will **Email** a COI (Certificate of Insurance) meeting the requirements outlined in the Insurance requirements section of this document
4. Once steps 1-3 are completed, the Railroad Company will begin processing the ROE application
5. If approved, the Applicant will receive an electronic copy of the ROE agreement by email
6. Applicant will have the ROE agreement executed by Applicant's VP or president of Applicant's company
7. Applicant will return a **HARD COPY** of the partially executed ROE agreement by mail to the Railroad Company address listed at the end of this document
8. The Railroad Company will return a fully executed digital copy of the ROE License Agreement by email for the Applicants records.

Please use this form and return by email to submit application request for a Right of Entry agreement.

Contact name and Email address –

Name of Applicant/contractor and email address -

Street Address –

City, State, Zip –

Telephone –

Detailed Purpose for ROE –

Start and Completion Date of ROE –

Public Agency's Project No. –

Public Agency Easement No. (if known) –

Location of project –

Subdivision and Milepost –

FRA/AAR/DOT Crossing No. and Name –
(Nearest to jobsite)

If unable to locate this number at jobsite, please use following links to obtain:
<http://safetydata.fra.dot.gov/officeofsafety/publicsite/crossing/xingqrv/loc.aspx>

In Illinois
<http://www.icc.illinois.gov/railroad/advanced.aspx?>

Please attach an aerial snapshot and a Google Earth kmz file to help identify specific location.

Added December 18, 2020

FAQ

What time frame can I expect to begin work and have flagging protection for my work?

A **Right of Entry License Agreement usually takes 4 to 6 weeks to obtain**. Once you have a fully executed ROE agreement, you will receive a flagging request form. This flagging request form along with prepayment for flagging fees will need to be *mailed to the physical address listed on the flagging request form*. Once this flagging request form is received, it is usually about **10 days until a flagger can be scheduled**. These are normal time frames. **Time frames can vary substantially** based on many factors. Expedited time frames may be able to be requested at an additional fee.

A brief summary of time frame for each step toward obtaining flagging protection...

1. Right of Entry License Agreement usually takes **4 to 6 weeks to obtain**.
2. Send in flagging check and flagging request form... about **1 week**
3. Once this flagging request form is received, it is usually about **10 days** until a flagger can be scheduled

What are the insurance requirements?

Railroad Company allows outside parties to come onto Railroad Company property to perform work, such as survey or inspection work, installation of pipelines and wirelines, and other work for projects necessitating the occupancy of Railroad Company. Before commencing work, and until the license of allowing such occupancy ends or is terminated, outside parties shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

1. Minimum insurance required of outside party:
 - A. Statutory Workers Compensation and Employer's Liability Insurance.
 - B. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit.
 - C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than **\$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000**. The policy must name Railroad Company and its Parents as additional insureds in the following form:

Illinois Central Railroad Company and its Parents
Attn: Thomas Brasseur
700 Pershing Road
Pontiac, MI 48340
248-452-4854 (office)
Thomas.brasseur@cn.ca

The policy must remove any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities using endorsement CG 2417 10 01 or equivalent approved by Railroad Company.

Added December 18, 2020

- D. When outside party is required by Railroad Company or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and outside party is not being hired for this project by Railroad Company, outside party must procure Railroad Protective Liability Insurance in the following form;

This coverage shall be written on an Occurrence Form with limits of not less than \$5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than \$10,000,000. The policy must name:

Illinois Central Railroad Company and its Parents
Attn: Thomas Bresseur
700 Pershing Road
Pontiac, MI 48340
248-452-4854 (office)
Thomas.bresseur@cn.ca

- E. In the event the privileges provided herein to Applicant involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Applicant shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Applicant is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

- F. All policies described above must include description of operations, Railroad Company milepost, highway or street name, city and state of location, project number, and Railroad Company contact person on the certificate.
2. Before commencing work, outside party shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad Company, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to Railroad Company.
3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E above, must include the following provisions:
- A. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.
- B. Each policy shall provide for not less than thirty (30) days prior written notice to Railroad Company at the address listed above of cancellation of or any material change in that policy.

Added December 18, 2020

4. It is understood and agreed that the foregoing insurance coverage requirements, and outside party's compliance with those requirements, is not intended to, and shall not, relieve outside party from, or serve to limit, outside party's liability and indemnity obligations under the provisions herein.
5. Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage required as circumstances or changing economic conditions may require. Railroad Company shall give outside party written notice of any such requested change at least thirty (30) days before the date of expiration of the then-existing policy or policies, outside party agrees to, and shall, thereupon provide Railroad Company with such revised policy or policies.
6. Insurance required of SUBCONTRACTOR:
 - A. If a SUBCONTRACTOR is to be employed by outside party to perform work on Railroad Company under or by the permission for occupancy granted to outside party by Railroad Company, before commencing work, the SUBCONTRACTOR shall provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 4 above.
 - B. In the alternative, before the SUBCONTRACTOR commences work for outside party on Railroad Company, outside party may provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 5 above, provided that all such insurance names SUBCONTRACTOR as an additional insured and all such insurance provides coverage to all additional insureds, including Railroad Company, for any liability arising out of work performed by all other additional insureds, including SUBCONTRACTOR.

Added December 18, 2020

Is safety training required?

Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact e-RailSafe at 855-383-7434 to be issued either a vendor number or issued instructions on obtaining a non-railroad contractor vendor number prior to accessing the noted website. Minimum information required of a Contractor, Grantee, Licensee, or Permittee and/or their subcontractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee who will operate on-track machinery or those who will provide protection for other employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five (25) feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, subcontractors, and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of a Contractor, Grantee, Licensee, or Permittee and/or their contractor from Railroad Company's property at any time for any reason.

Added December 18, 2020

What are the costs and address to mail documents and ROE application fee check?

Application Fee Information:

Cost is \$1000.00* for application

*Fee may be increased for special handling, expedited handling, or multiple reviews.

Check Payable To: Illinois Central Railroad Company
Mail To: Illinois Central Railroad Company
Attn: Thomas L. Brasseur
700 Pershing Road
Pontiac, MI 48340

Mailing Address Information:

Mail To: Illinois Central Railroad Company
Attn: Thomas L. Brasseur
700 Pershing Road
Pontiac, MI 48340

Flagging Protection Rates:

Basic daily rate – = \$1,300.00 per day
Monday thru Friday regular business hours
Includes 8 standard rate hours and 2 OT hours to set flags
Overtime rate – = \$150.00 per hour
hours in excess of 8 hours or outside of regular business hours
Weekend or holiday rate - = \$1,500.00 per day
\$150.00 per hour with a 10 hour minimum

Email the completed first page above to: Thomas.brasseur@cn.ca

Added December 18, 2020

CN FLAGGING PROTECTION AND CABLE LOCATION REQUIREMENTS

REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY

(Hereinafter called "Railroad")
(Revised: Effective December 4th, 2018)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required any time any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the Railroad property within twenty-five (25) feet horizontally of the centerline of any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, Railroad reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property and safety of any person.

Cable Location

A cable location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The cost for a cable location is \$350.00, and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted, including check for prepayment based on the number of days and hours flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Added December 18, 2020

Request for Flagging Services and Cable Location U.S.

Requests and inquiries must be directed to:
Flagging-US
17641 South Ashland Ave.
Homewood, IL 60430
Flagging_US@CN.CA

Is this a continuation of an existing project? Yes No

If YES, please provide your Service Order # _____

All blanks below **must be completely** filled in before any flagman request will be honored.

Work Authorization:

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

Does your Right of Entry/License/Permit require a Railroad Cable Locate? Yes No

You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Project Information:

Please submit a detailed map of the location where protection is being requested.

Street Location/Intersection _____ City/State _____

Railroad Milepost _____ Railroad Subdivision _____

Description of work being performed: _____

Location for flagman to report: _____

Name of Site Contact: _____ Site Contact Phone: (____) ____ - ____ Alt: (____) ____ - ____

Requested Dates/Times:

Dates requested are subject to flagman availability. Minimum 5 business days advance notice required.

Requested Dates for Flagging Protection: _____, _____, _____, _____, _____, _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

*Flagmen start and end time may vary based on type of protection required.

Billing Information:

All blanks spaces must be filled out

Company Name: _____ Requestor Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____

CN required online training must be completed before Flagman Protection will be scheduled.

Prepayment must be received before Flagging Protection will be scheduled. There is an 8 hour minimum per day. The base rate per day for Flagman Protection is \$1,300.00 for 10 hours; **this includes 2 overtime hours for flagman to set up/take down protection if needed.** Additional overtime hours must be prepaid at the rate of \$150.00 per hour. Weekends and Holidays must be prepaid at the overtime rate with a \$1,500.00 / 10 hour minimum. Any prepayment for additional days or overtime not used can be refunded.

Railroad Cable Location must be prepaid, the cost is \$350.00 per locate.

Separate Checks must be issued for Flagging Protection and Cable Location. Checks should be made payable to the railroad subsidiary listed on your Right of Entry/Permit/License or, Formal Agreement.

If additional days of protection are required they must be prepaid in advance.

Rates Effective January 1st 2017.

**THIS COMPLETED FORM MUST BE SENT WITH A MAP, PREPAYMENT CHECK(S), AND PROOF OF INSURANCE TO:
US-FLAGGING / 17641 SOUTH ASHLAND AVE. HOMEWOOD, IL 60430**

I agree to pay for flagging services as requested: _____

(SIGN AND PRINT NAME)

Added December 18, 2020