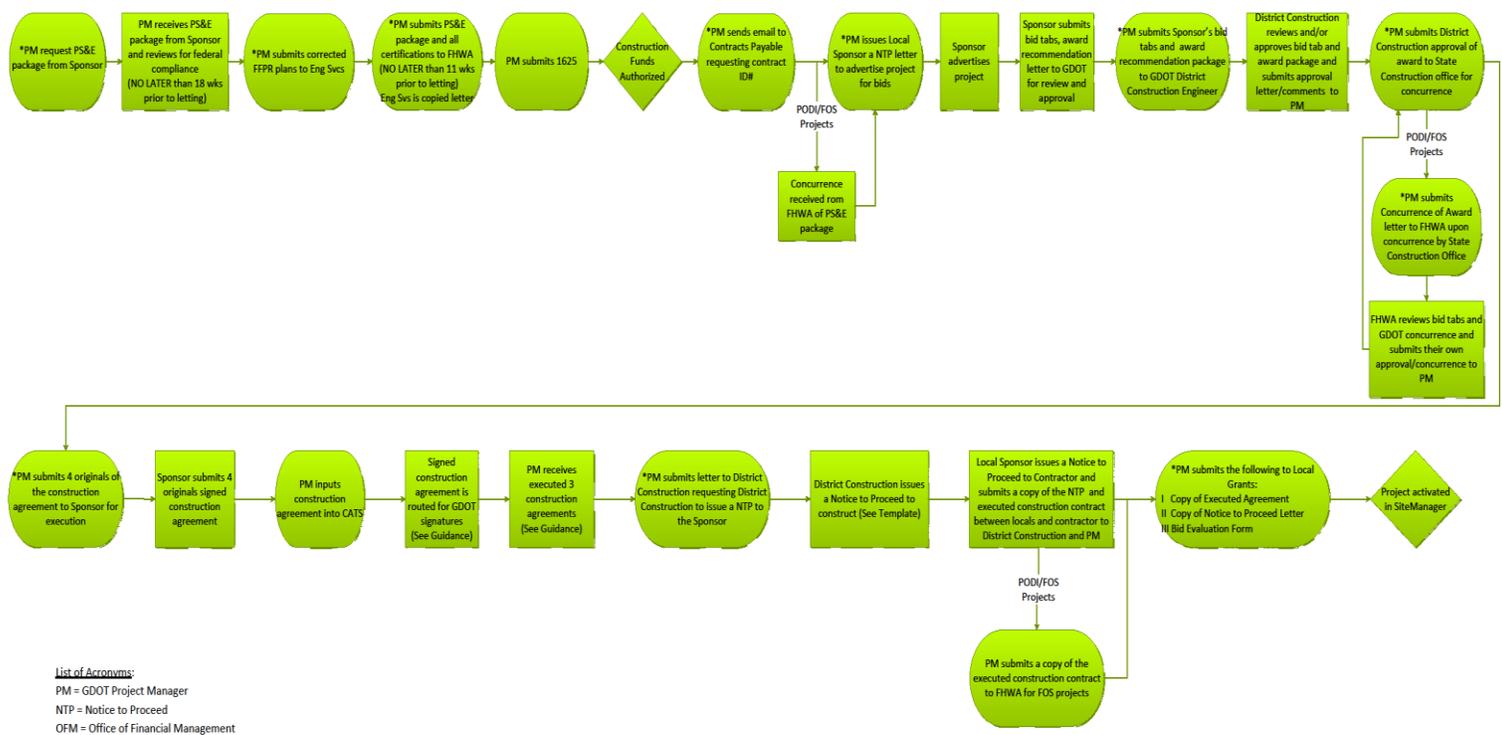


Appendix I. GDOT Local Let Procedure and Example Letters

1. Local Let Procedures/Steps for PS&E submittal through Contractor NTP flowchart for Project Managers
2. Local Let Procedures/Steps for PS&E submittal through Contractor NTP guidance for Project Managers
3. PS&E Package Checklist
4. Bid Document Checklist
5. Example Letter 1 – GDOT Request for PS&E Package from LPA
6. Example Letter 2 – PS&E Submittal and CST Authorization Request to FHWA
7. Example Letter 3 - Notice to Proceed to Bid to Local Government
8. Example Letter 4 – Local Let Construction Agreement to the Locals for Execution
9. Example Letter 5 – Notice to Proceed to Construction to District Construction Office
10. GDOT Invoicing Procedures for Project Managers
11. Buy America Language for Utility Agreements & Certificate of Compliance
12. Local Let Utility/Railroad Certification Request Letter (Example)
13. Railroad Agreement for Local Governments (Example)
14. Railroad Special Provision for Local Governments (Example)

Local Let Procedures/Steps for PS&E submittal through Contractor NTP

Monday, April 20, 2015



- List of Acronyms:**
 PM = GDOT Project Manager
 NTP = Notice to Proceed
 OFM = Office of Financial Management
 PODI = Projects of Division (FHWA) Interest
 FOS = Full Oversight
 FHWA = Federal Highway Administration
 CATS = Contract Authorization Tracking System
 CST = Construction
 PS&E = Plans Specifications and Estimate
 FFPR = Final Field Plan Review

* See Guidance

Please see the Local Let Procedures Guidance for full descriptions

Local Let Procedures/Steps for PS&E submittal through Contractor NTP guidance for Project Managers

1. The PM will request the PSE packages from Local Sponsor. This request will be made by using the ***GDOT Request for PS&E Package from LPA*** template letter, the ***PS&E Package Checklist*** and the ***Bid Document Checklist***.
2. The final PS&E package shall be received and reviewed by the PM from the Local Government no later than 18 weeks prior to the letting.
3. The PM will submit corrected FFPR plans to Engineering Services.
4. At no later than 11 weeks prior to the letting, the PM will submit the construction authorization request package to FHWA, which includes the PS&E package received from the locals. The template letter ***PS&E Submittal and CST Authorization Request to FHWA*** is to be used. The Office of Engineering Services is to be copied on the letter.
5. Upon approval of the request send to FHWA, the PM will then submit form 1625 to request construction fund authorization for the amount programmed in the STIP/TIP.
6. Construction funds are then authorized.
7. The PM will then send an email to Contracts Payable, contractspayable@dot.ga.gov , requesting a Contract ID#. Request should include:
 - a. Project ID#
 - b. County
 - c. Sponsor
 - d. Originating Office
 - e. Project Description
 - f. Agreement Type
8. (PoDI Projects Only) – Concurrence is received from FHWA of submitted PS&E package.
9. The PM issues Local Sponsor a Notice to Proceed to advertise project for bid using the template letter ***Notice to Proceed to Bid to Local Government***.
10. Sponsor advertises project.
11. Sponsor submits bid tabulations and award package to GDOT for review and approval.
12. The PM will submit Sponsor’s bid tabulations and award recommendation letter and to GDOT District Construction Engineer for review and approval.
13. District Construction reviews and\or approves bid tabulations and award package and submits approval letter with comments to the PM.
14. PM will submit District Construction’s approval of the award to the State Construction office for concurrence.
15. (PoDI Project Only)
 - a. The PM will submit Concurrence of Award letter to FHWA upon approval of bid package by GDOT District Construction.
 - b. FHWA reviews bid package and GDOT concurrence letter and submit their own approval/concurrence to the PM.

16. Using the ***Local Let Construction Agreement to the Locals for Execution*** template letter, the PM will submit 4 originals of the construction agreement to the Sponsor for execution and will request the *Georgia Security and Immigration Compliance Act Affidavit* and the *Federal Aid Local Let Projects Materials Assurance Form*.
17. The sponsor will return the 4 original signed construction agreements to the PM along with the check for construction oversight funds for further processing and execution.
18. Using the “CATS Approval/Processes for Program Delivery Checklist”, the PM will input construction agreement into CATS and route signed construction agreement through GDOT for signatures.
19. The PM will route the signed construction agreement for GDOT signatures.
20. The PM receives 3 executed construction agreements. The originals go to the following:
 - a. General Files
 - b. OPD file
 - c. Copies go to District Construction Office and District Area Engineer.
21. The PM submits letter to District Construction requesting District Construction to issue a NTP to the Sponsor using the ***Notice to Proceed to Construction to District Construction Office*** template letter.
22. The District Construction Office issues a Notice to Proceed to Construct Letter to Sponsor.
23. Local Sponsor issues Notice to Proceed to the contractor and submits a copy of the NTP and executed construction contract, between the locals and the contractor, to District Construction and the PM.
24. (PODI Project Only) - The PM submits a copy of the executed construction contract to FHWA.
25. To begin the process of activating a project into Site Manager, the PM will send an email, to Lois Lee in the Local Grants office, with the Project Number, PI Number, Contract ID Number, name of Sponsor and County. The following documents should also be attached to the email:
 - a. Copy of Executed Agreement
 - b. Copy of Notice to Proceed Letter
 - c. A Bid Evaluation Form or something showing the successful contract’s awarded bid amount
26. Once the project is activated in Site Manager, the Area Engineer will process the Local Sponsor’s request for payments for the construction activities.

P S & E PACKAGE CHECKLIST (FOR LOCAL LET PROJECTS)

Letting Date: XX

Project No/Nos: XX

County/Counties: XX

- Environmental Certification from the Office of Environmental Services
- Right of Way Certification from the Office of Right of Way
- Utilities/Railroad Certification from the State Utilities Office
- ADA Compliance letter from **City/County**
- Final Plans (one half-size set) with Quality Assurance (QA) letter from **City/County**
- Final Designers Cost Estimate (2 copies) dated **MM/DD/YYYY**
- Special Provision 108.08 and Special Provision 150.11 approved by the District Construction Office
- Traffic Management Plan (if applicable)
- Project Bid Proposal (include all Special Provisions in proposal) – See the attached *Bid Document Checklist For Local Let Projects*
- Approvals for Proprietary Items listed in Special Provision 647 and Special Provision 937 (if applicable)
- Documentation to demonstrate that the archaeological report and/or cultural resource survey was provided for review by the Seminole Tribe of Florida (if applicable)

The PS&E package submitted by **City/County** has been reviewed and is in compliance with federal regulations.

Submitted by: _____

Local Government & Title

Recommended by: _____

Project Manager

Concurred by: _____

District Program Manager

BID DOCUMENT CHECKLIST FOR LOCAL LET PROJECTS (EXCEPT TE PROJECTS)

PI Number: _____ County: _____

Project Name: _____

Reviewer: _____ Date: _____

COVER SHEET

_____ Name of project

_____ Project and P.I. numbers

_____ Include County name in Sponsor line, if the Sponsor is not a county.

GENERAL REQUIREMENTS

Advertise the project for bid according to requirements of O.C.G, A., Title 32, Chapter 2, excluding that provision which provides for negotiations. The minimum advertising period is three weeks before bid opening and one week after the first advertising notice. We recommend the first advertisement be made four weeks prior to bid opening. Sponsors must follow Title 32 and not Title 36 for bidding procedures. No negotiating allowed between opening of bids and execution of the construction contract with the contractor.

_____ Review Environmental Commitment Table for approved Categorical Exclusion to identify any special requirements for the bid document. Also verify that the Environmental Resources Impact Table (ERIT) in the plans is correct.

_____ Include a sentence indicating that the GDOT Standard Specifications Construction of Transportation Systems, 2013 Edition, and applicable special provisions and supplemental specifications apply to the contract.

_____ Add a sentence to indicate the DBE goal. The DBE goal for this project is ____.

_____ Include a sentence to indicate that Bidders submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT.

_____ Include a sentence to indicate that Bidders submitting bids in excess of \$2,000,000 must be prequalified with GDOT.

_____ Include the FHWA Form 1273.

_____ Include the Non-collusion Provisions.

- _____ Add the following to the advertisement:
The (Insert Sponsor's Name) in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.
- _____ A bid bond is required. (Section 102.08)
- _____ Performance and payment bonds are required as per Section 103.05. This results in a performance bond of 100% of the contract amount and a payment bond of 110% of the contract amount.
- _____ Add the following sentence as the basis of the contract award: If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. (Section 103.02)
- _____ Specify how the lowest bidder will be determined if the proposal includes a base bid and alternates. Include language such as the low bid will be determined based on the sum of the base bid and any alternates selected by the Sponsor.
- _____ Include lobbying/debarment certification.
- _____ Include Buy America Provisions.
- _____ Include a construction time period of the contract, usually number of calendar days following the Notice to Proceed to Construction given by the Sponsor to the contractor. The number of days is _____.
- _____ Include a provision for liquidated damages conforming to Section 108.08.
- _____ Include that the completed DBE Goals Form, Federal Aid Certification, and Georgia Security and Immigration Compliance Act Affidavit shall be submitted with the bid.
- _____ Include a general note for a preconstruction conference with, at a minimum, Sponsor, Contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager.
- _____ DBE Goals Form – Add the project number, county, and DBE goal to the form.
- _____ All construction projects require the use of Davis-Bacon wage rates regardless of physical location. Include a copy of the current wage rate determination in the bid document. The web site for the wage rates is: <http://www.wdol.gov/dba.aspx#0>. To find the wage rate determination, select the State and county in which the project is located and then select HIGHWAY.

- _____ The GDOT Standard Specifications do not permit retainage of a portion of progress payments to the contractor. Any reference to retainage of a portion of progress payments by the Sponsor is to be removed.

- _____ Include appropriate Special Provisions 647 or 937 for use of proprietary items.

- _____ Indicate that all testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.

- _____ Indicate that the contractor shall use suppliers on the appropriate GDOT Qualified Products List.

EXAMPLE 1 - GDOT Request for PS&E Package from LPA

Date

PI No. xxxxxxxx, XXXXX County
Project Description

Local Government address:

Mayor, Director or County Commissioner XXX

Attn: XXX

Subject: **Request for Plans, Specifications & Estimate (PS&E) Package**

Dear Mayor, Director or County Commissioner XXX:

The Georgia Department of Transportation (GDOT) is pleased to inform you that your proposed project is ready to proceed with the authorization of construction funding. Please provide the GDOT Project Manager with a copy of the PS&E package (see the attached *PS&E Package Checklist*). Your bid proposal shall include the % DBE Goal, which was established at the GDOT DBE/Bid Review meeting. Once FHWA has reviewed your PS&E package and authorized the construction funds, the Project Manager will issue you a Notice to Proceed (NTP) to advertise the project for bid. The GDOT web site, "The Source" at <http://www.dot.ga.gov/doingbusiness/theSource/Pages/home.aspx> provides guidelines for you as you accept the role of representing the Department and FHWA as stewards of the Federal-aid process.

If you have any questions, please contact the Project Manager, XXXXXX XXXXXX at (xxx) xxx-xxxx.

Sincerely,

Albert V. Shelby, III
State Program Delivery Engineer

OH:AOH:DPM:PM

Attachments

cc: XXXXXX XXXXXX, (Local Contact Title)
XXXXXX XXXXXX, District Engineer

EXAMPLE 2 - PS&E Submittal and CST Authorization Request to FHWA

Date: XX/XX/XXXX

PI 0123456, County
 TPro Project Description

Mr. Rodney N. Barry, P.E.
 Division Administrator
 Federal Highway Administration – Georgia Division
 61 Forsyth Street, S.W., Suite 17T100
 Atlanta, Georgia 30303-3104
 Attn: **Transportation Engineer's Name**

RE: Request Approval of PS&E Package for Authorization of Construction Funds

Dear Mr. Barry,

City/County has submitted the attached PS&E package for the above referenced project. This project is scheduled for the **MM/DD/YYYY** letting with construction funds programmed in FY **YYYY** in the current approved STIP. The Department requests authorization by **MM/DD/YYYY** in order for **City/County** to advertise on **MM/DD/YYYY**. The **DBE goal** was established at the DBE/Bid Review Meeting and is set at **XX**%.

The PS&E package includes:

- Environmental Certification from the Office of Environmental Services
- Right of Way Certification from the Office of Right of Way
- Utilities Certification from the Office of Utilities
- ADA Compliance letter from **City/County**
- Final Plans (one half-size set) with Quality Assurance (QA) letter from **City/County**
- Final Designers Cost Estimate (2 copies) dated **MM/DD/YYYY**
- Special Provision 108.08 and Special Provision 150.11 approved by the District Construction Office
- Traffic Management Plan (if applicable)
- Project Bid Proposal (include all Special Provisions in proposal)
- Approvals for Proprietary Items listed in Special Provision 647 and Special Provision 937 (if applicable)
- Railroad Certification (if applicable)
- Documentation to demonstrate that the archaeological report and/or cultural resource survey was provided for review by the Seminole Tribe of Florida (if applicable)

The Department would like to request that FHWA please review of the PS&E package so that the construction funds in the amount of \$XXX,XXX.XX (*the amount requested in the 1625*) can be authorized in FMIS when it arrives.

If you have questions please contact (Project Manager), at (Phone Number) or (Email Address).

Sincerely,

Albert V. Shelby, III
State Program Delivery Engineer

AVS:AOH:DPM:PM

Attachments

Cc: Joe Carpenter, Division Director of P3/Program Delivery
Lisa Myers, State Project Review Engineer

letter only
letter only

Example 3 – Notice to Proceed to Bid to Local Government

Date

Local Government address:

Mayor XXX

Attn: XXX

Subject: **Notice to Proceed to Advertise**
Project Number, P.I. No., County
Project Name

Dear Mayor XXX:

This serves as your Notice to Proceed to advertise for bids on the above referenced project. As per state and federal law, you are reminded the City/County must publish bid advertisements for a minimum of two consecutive weeks starting at least three weeks in advance of the bid opening. The advertisement shall be published in the local legal organ. Competitive bidding practices must be followed in the award of the contract.

When the sponsor is ready to recommend a Contractor for the project, the Sponsor shall notify the Department in writing in tabular form with a list of all bidders and the bid amount for each bidder. This form shall include all DBE Contractors with percentages for each bidder on the list. The Budget Estimate shall be included as submitted for the letting for the recommended Contractor. DBE Goals and forms must be included in the Bid Documents.

DBE Goal: (enter approved goal)%

The Sponsor shall ensure all contracts as well as any subcontracts for the construction of the project shall comply with the Federal and State legal requirements imposed on the Department and any amendments thereto. Specifically, but not limited to the provisions governing the Department's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the Department's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the Department's Standard Specifications and Special Provisions.

The Contract shall not be awarded until a Construction Agreement has been executed and a written Notice to Proceed to Construction is given by the Georgia Department of Transportation.

Please contact (provide name and number) should you have any questions or concerns.

Sincerely,

Albert V. Shelby, III
State Program Delivery EngineerAVS:AOH:PRM:PM
cc: District Engineer

Example 4 – Local Let Construction Agreement to Locals for Execution

February 6, 2013

The Honorable Kasim Reed
Mayor of Atlanta
55 Trinity Avenue
Atlanta, GA 30303

ATTN: Daniel Ephraim, Technical Project Manager

RE: Project CSCMQ-0006-00(822)
CR 4176/Cascade; CS 1057/Ben E Mays &
CS 1062/Fontaine - Sidewalks
PI No. 0006822

Dear Mayor Kasim Reed,

The Department accepts the recommendation from the City of Atlanta to award Precision 2000, Inc. the contract for construction services concerning the above referenced project. In addition, the Department is requesting that the City of Atlanta submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00. Eighty percent of that amount (\$8,000.00) will be paid through federal funding. The remaining 20% (\$2,000.00) is to be paid by the City. Please send a check for \$2,000.00 made out to the Georgia Department of Transportation and send it to:

Mr. Albert V. Shelby, III
State Program Delivery Engineer
Attn: Merishia Robinson, PM
600 West Peachtree Street, 25th floor
Atlanta, GA 30308

Attached you will find four (4) original contract agreements for the above referenced project. Please execute each contract where indicated, provide the appropriate title and address where indicated. Once the Department has received the check and four signed originals of the contract agreement we will execute the Contract and issue the City of Atlanta a Notice to Proceed to Construction.

Should you have any questions or concerns, please contact the Department's Project Manager, Merishia Robinson, at 404-631-1151.

Sincerely,

Albert V. Shelby, III
State Program Delivery Engineer

Example 5 – Notice to Proceed to Construction
to
District Construction Office

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE		ABC00-0001-00(123), County
OFFICE	Program Delivery P.I. No. 123456- Project Description	DATE X/XX/XXX
FROM	Albert V. Shelby, III State Program Delivery Engineer	
TO	[District Engineer] Attn: [District Construction Engineer]	
SUBJECT	Notice to Proceed to Construction	

This Office requests that the District Construction Engineer give the City/County the Notice to Proceed (NTP) for the construction of the above referenced project. Attached for your records and to send to the Local Government are copies of the executed construction agreement for the above referenced project. The contract ID number is shown below.

Please inform the Local Government that they should send an award notice to this office and to Angela Robinson, Administrator, Office of Financial Management, when the contract is awarded. The award notification should include the following information:

- Project number: ABC00-1234-00(567)
- Project Identification (P.I.) number: 123456-
- Contract ID#: CSOPD-00-184329
- Name of Contractor
- Award amount

Please inform the Project Manager, PM Name at PM telephone number, of this Office when the Transition Meeting is scheduled.

AVS:AOH:DPM:PM

Attachments

cc: { Area Engineer with copy of Construction Agreement and plans }
{ State Materials Engineer with Construction Agreement copy }
{ Project Programming Manager, OFM – letter only }

GDOT INVOICING PROCEDURES FOR PROJECT MANAGERS

Conventional Projects only – Reimbursed PE

1. The Project Framework Agreement (PFA) (also known as the LGPA – Local Government (LG) Project Agreement and the PMA – Project Management Agreement)
 - a. This document outlines the commitments the Local Government will complete in doing Local PE activities and the funding sources for the PE.
2. If the project has reimbursable PE:
 - a. The LG should invoice the Department monthly with a cover letter from the Local Government outlining the eligible expenses and the agreed upon billing expense (80% federal, 20% local usually).
 - b. The PM should review the invoice for correctness; make sure the contract amount has been allocated, make sure the percent being reimbursed is correct, make sure the contract amount is correct on the invoice, blue stamp or red stamp the invoice (if it's a replacement) then sign and date inside the stamp.
 - c. The PM should fill out DOT form 1678 (Voucher Summary) – *located on Policies and Procedures under Excel Forms – search by DOT1678.*
 - i. Submit LG invoice along with the filled out 1678 to the Office Head for approval.
 - ii. After Office Head approval, make 1 copy of the LG invoice (minus the supportive documentation) and two copies of the signed 1678 form.
 - iii. Make 1 PDF of the LG invoice along with the 1678.
 1. File a PDF in the electronic folder for the project
 2. Send a PDF to the contract specialists in OPD for their files
 - iv. Submit the original LG invoice and 1678; and copies to Contracts Payable for payment through an interdepartmental envelope labeled to Contracts Payable.

Buy America Language for Utility Agreements
Original 11/19/2013
Revised 1/28/2015

5. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only current exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these current exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- (a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- (b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled **“Buy America Certificate of Compliance”** is attached to this agreement and shall be provided to the LOCAL GOVERNMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the LOCAL GOVERNMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- (c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Original 5/17/2013

Revised 1/28/2015

GEORGIA
DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE

Date [Click here to enter a date.](#)

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

[\[Insert Project P.I. No. and Description Here\]](#)

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the UTILITY/RAILROAD. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
Officer of Organization

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public/Justice of the Peace My Commission Expires: _____

THIS SHALL BE PLACED ON LOCAL GOVERNMENT LETTERHEAD

DATE

District Utilities Engineer
 ADDRESS
 City, Georgia Zip Code

RE: **Request for Utility/Railroad Certification**

Project No:

P.I. #

Description:

Dear District Utilities Engineer

Name of Local Government requests that Utilities/Railroad for the above subject project be certified for funding authorization. I hereby certify that the appropriate research, field investigation, design considerations and coordination with the Utility/Railroad Owners on this project, as identified in the table below, have been performed, and further certify that all known utility related issues have been identified and resolved as conforming to 23 CFR, PART 645, SUBPART A, and all Railroad related issues have been resolved as conforming to 23 CFR, PART 646. All necessary arrangements have been made for resolution to be undertaken and completed as required for proper coordination with the project’s physical construction schedule.

Status of Utilities/Railroad

- A. There are **NO** known utilities within the project limits.
- B. There are known utilities within the project limits. However, due to the scope of work, no utility coordination is required. **(Comments)**
- C. There are known utilities within the project limits and each respective status is as follows:

Utility/Railroad Company	Utility Type	Status 1,2, 3 or 4	Conditional Restriction and Time

Project Number:

P.I. Number
Date
Page 2

Status 1: The Utility/Railroad Owner is in conflict with the project and requires relocation by the Utility/Railroad Owner during construction requiring coordination with the Contractor and the Utility/Railroad Owner. The relocations are non-reimbursable and the Utility Owner will be relocating at no cost to the Local Government or the Department.

Status 2: The Utility/Railroad Owner is in conflict with the project and requires relocation by the Utility/Railroad Owner during construction requiring coordination with the contractor and the Utility/Railroad Owner. The reimbursable agreement (which includes Buy America clause) between the Local Government and the Utility/Railroad Owner is attached.

Status 3: The Utility/Railroad Owner is located within the project limits but requires no relocation work.

Status 4: Utility relocation to be incorporated into the highway construction project contract which requires Buy America clause.

The Georgia Department of Transportation shall bear no cost in the Utility or Railroad relocation reimbursement for this project. Any Utility or Railroad Reimbursement Agreement required for construction of this project shall be between the Name of Local Government and the respective Utility or Railroad Owner. If a previously unknown conflict arises during construction that requires reimbursement, then Name of Local Government shall be responsible for all such costs.

Signature of an Official of the Local Government

Date

EXAMPLE AGREEMENT

Contract ID No.: _____

Project: _____, _____ **County**

PI No. _____

RR File #: _____

THIS AGREEMENT, made and entered into _____, by and between,

LOGAL GOVERNMENT NAME HERE, a political subdivision of the State of Georgia, hereinafter styled the **COUNTY/CITY**, party of the first part; and

RAILROAD NAME HERE, a corporation, chartered in the State of _____, hereinafter styled the **RAILROAD**, party of the second part.

WITNESSETH that:

WHEREAS, the **COUNTY/CITY** proposes under the above written project number to (enter overall project description with City, County Georgia); and

WHEREAS, (enter the railroad involvement of project description as it refers to the impacts to the railroad including RR milepost and RR crossing ID #); and

WHEREAS, said construction will require the **RAILROAD** to perform (preliminary engineering, construction engineering, track work, signal and electrical work and accounting/billing) which the **RAILROAD** is willing to perform in accordance with the estimate attached hereto; and

WHEREAS, the **RAILROAD** is in agreement with the **COUNTY/CITY'S** project and plans; and

WHEREAS, the new overpass bridge will be owned and maintained by the **CITY/COUNTY**; and

WHEREAS, the new underpass bridges will be owned and maintained by the **RAILROAD**; and

WHEREAS, the **RAILROAD** is willing to grant the **COUNTY/CITY** (also add 3rd party if applicable) temporary easement(s) for this work as provided for herein as necessary for roadway construction and maintenance of (grade separation structures) (grade crossings) (protective devices) (traffic signal equipment) in accordance with O.C.GA. 32-6-196; and

INTRODUCTORY PAGE FOR RAILROAD AGREEMENTS

(Heading is for information only, to be removed)

WHEREAS, matters relating to warning devices at the grade crossing are being handled separate from this agreement; and

WHEREAS, acquisition of **RAILROAD** property required for roadway right-of-way and easements is being handled separate from this agreement; and

(Next two "WHEREAS" statements are for RR participation projects only)

WHEREAS, the RAILROAD agrees to participate in the cost of the project as hereinafter provided; and

WHEREAS, the RAILROAD agrees to reimburse the COUNTY/CITY for the cost of \$_____ for eliminating the grade crossing as hereinafter provided.

NOW THEREFORE, the PARTIES HERETO, each in consideration of the premises above and of the covenants of the other as hereinafter expressed and contained, do hereby contract and agree each with the other as follows:

- 1) It is specifically understood that the project number shown above is for the COUNTY/CITY's identification purposes only and may be subject to change by the COUNTY/CITY. In the event it becomes necessary for the COUNTY/CITY to assign a different project number, the COUNTY/CITY will notify the RAILROAD (also add 3rd party if applicable) of the new project designation. Such change in project designation shall have no effect whatsoever on any other terms of this agreement.
- 2) It is agreed that the regulatory provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, (hereinafter referred to as CFR) shall govern the work and procedures covered by this agreement and are by reference incorporated herein.
 - a) It is agreed that in accord with Title 23 of the CFR, Chapter I, Subchapter G, Part 646, Subpart B, Section 646.210 the work proposed under this Agreement shall not benefit the RAILROAD and that the RAILROAD shall not participate in any of the cost of making surveys, preparing plans, acquiring materials and performing the work covered under this Agreement.
 - b) The RAILROAD shall furnish the necessary materials and perform the work on an actual cost basis. All materials which are required to complete the work will be purchased direct by the RAILROAD or furnished from RAILROAD stock in accordance with Part 140, Subpart I, of CFR. Any portion of the work contemplated under this agreement may be let to contract by the RAILROAD through competitive bidding or the RAILROAD may use the services of a contractor which works for the RAILROAD on a routine basis under a written continuing contract subject to the terms and conditions of the aforesaid CFR, and with prior review and approval by the COUNTY/CITY, all in accord with the detailed estimate attached. Before the RAILROAD initiates accomplishment of any work by these means, the RAILROAD shall first contact the COUNTY/CITY to determine the appropriate procedures to follow to provide for compliance. Prior approval by the COUNTY/CITY will not be necessary when work is performed by competitive bidding when the amount of work does not exceed \$10,000 per each individual contractor.
 - c) RAILROAD shall give COUNTY/CITY and Federal Highway Administration, when applicable, ample opportunity to inspect materials recovered by RAILROAD in accordance with Part 646, Subpart B, of CFR.

(Section d along with its subparts should only be used if BUY AMERICA is required)

- d) In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished

for permanent incorporation into the work on this project shall occur in the United States. The only current exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these current exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- i. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- ii. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing on RAILROAD material furnished according to the force account agreement. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement as "Exhibit A" and shall be provided to the COUNTY/CITY upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD and the COUNTY/CITY for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- iii. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

PARALLEL ENCROACHMENT (if more than one situation applies, leave heading)

- 3) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants unto the COUNTY/CITY (also 3rd party if applicable) an easement along and upon its right-of-way of such width as may be necessary to **construct and maintain** in accordance with this agreement, said **roadway improvements and construction of slopes and drainage improvements** along and upon the right-of-way or property of RAILROAD, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications, and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD and COUNTY/CITY (also 3rd party if applicable), are hereby made a part hereof by reference. Reserving, however, unto the RAILROAD the right to continue to maintain, renew and operate its railroad and appurtenances adjacent to said road, and to

construct such additional tracks and other railroad facilities adjacent to said road, and to maintain, repair and operate the same as in the judgment of RAILROAD may be requisite. Said easement for construction and maintenance is more particularly described as shown on project plan sheets which are attached hereto and made a part hereof.

- 4) The COUNTY/CITY will construct and maintain in good and safe condition said roadway, slopes, drainage and other work adjacent to the tracks of the RAILROAD. The COUNTY/CITY further agrees that such work shall be done and performed in accordance with the reasonable requirements of the RAILROAD in such manner as to prevent interruption of, interference with or danger or delay to railroad operations.
- 5) RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated _____ for \$ _____ prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by COUNTY/CITY before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

GRADE CROSSING (if more than one situation applies, leave heading)

- 6) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants unto the COUNTY/CITY (also 3rd party if applicable) an easement across its right-of-way of such width as may be necessary to construct and maintain, in accordance with this agreement, the aforesaid grade crossing across the right-of-way or property of RAILROAD, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications, and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD and COUNTY/CITY (also 3rd party if applicable), are hereby made a part hereof by reference. Reserving, however, unto the RAILROAD the right to continue to maintain, renew and operate its railroad and appurtenances across said road, and to construct such additional tracks and other railroad facilities across said road, and to maintain, repair and operate the same as in the judgment of RAILROAD may be requisite. Said easement / construction is more particularly described as shown on plan sheets which are attached hereto and made a part hereof.
- 7) The COUNTY/CITY will construct / resurface and maintain, including necessary grading and drainage, in good and safe condition the highway crossing covered hereby, except for the portion between the rails of said tracks and for two feet on the outer side of the cross ties where RAILROAD will install / adjust the crossing and thereafter this area shall be maintained and the expense thereof shall be borne by such party as may be required to do so under the provisions of applicable law as the same may be amended from time to time.
- 8) It shall be the RAILROAD's responsibility to plan with the COUNTY/CITY's contractor a schedule of operations which will clearly set forth at which stage of the contractor's operations the RAILROAD will be required to perform its grade crossing and associated work.

- a) RAILROAD shall attempt to schedule and coordinate the required grade crossing work so that it is performed in conjunction with the COUNTY/CITY's roadway construction project in the area of the crossing. The paving and / or traffic control at the crossing may then be performed by the COUNTY/CITY's contractor. If the RAILROAD cannot so schedule and coordinate its work, then the RAILROAD will be responsible for paving and / or providing traffic control at the crossing and these items will be covered under and charged to this agreement. Signing and other traffic control measures provided by the RAILROAD during construction shall be in accordance with PART VI of the Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as required by the COUNTY/CITY's Engineer.
- 9) RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated [REDACTED] for \$ [REDACTED] prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Installation of new grade crossings or adjustment of existing grade crossings shall be in accordance with project plans and the COUNTY/CITY's Standards. Any work to be done and performed by the RAILROAD working with its employees, shall be subject to the labor regulations applicable to construction contracts for grade crossing projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by COUNTY/CITY before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

HIGHWAY OVERPASS (if more than one situation applies, leave heading)

- 10) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants to COUNTY/CITY (also 3rd party if applicable) an easement across its right-of-way for the purpose of constructing said overpass(es) and approaches thereto, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD and COUNTY/CITY (also 3rd party if applicable), are hereby made a part hereof by reference. Said easement and construction is more particularly described as shown on project plan sheets which are attached hereto and made a part hereof.
- a) Such easement hereby granted is limited to the use for highway purposes of space required for approaches to said bridge(s) and for columns, foundations and other parts of the bridge(s) and is limited vertically by a horizontal surface 20 feet above the roadway surface of said bridge and approaches, together with the use of additional space for aforesaid purpose and for access to the highway facilities for maintenance purposes, it being understood that the easement shall not restrict the RAILROAD from utilizing the air space under said bridge(s) for railroad operations and for wire lines or other facilities which will not encroach on the reasonable requirements for maintaining the highway facilities. All other rights are reserved unto the RAILROAD.
- b) COUNTY/CITY (also 3rd party if applicable), in its maintenance of the highway facilities, agrees to obtain permission from the RAILROAD before undertaking any work which

may interfere with or be a real or potential hazard to the passage of trains or other railroad operations.

- c) RAILROAD agrees to notify the COUNTY/CITY (also 3rd party if applicable) prior to undertaking the use of air space over the easement and prior to starting the construction of any fixed installation, other than its customary signal and communication facilities, within 8 feet of the underside of said bridge(s) or within 15 feet of said easement, it being understood that such use will afford reasonable protection and safety to the highway facilities and highway traffic and will not unreasonably interfere with lighting, ventilation and maintenance of the highway facilities by the COUNTY/CITY (also 3rd party if applicable).
- 11) COUNTY/CITY (or 3rd party if applicable) will construct and maintain said overpass bridge(s) together with approaches thereto in accordance with the plans, specifications and special provisions which are identified by the project number shown above, approved by all parties, and made a part of this agreement by reference. COUNTY/CITY further agrees that said work shall be done and performed in accordance with the reasonable requirements of RAILROAD in such manner as to prevent interruption of, interference with, or danger or delay to railroad operations.
- 12) The RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated _____ for \$ _____, prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Any work to be done and performed by the RAILROAD not to be done and performed by the regular organized forces of the RAILROAD working under current agreements with its employees, shall be subject to the labor regulations applicable to construction contracts for grade separation projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by COUNTY/CITY before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

HIGHWAY UNDERPASS (if more than one situation applies, leave heading)

- 13) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants unto the COUNTY/CITY an easement across its right-of-way for the purpose of constructing said highway underpass and approaches thereto, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD and COUNTY/CITY (also 3rd party if applicable), are hereby made a part hereof by reference. Said easement/construction is more particularly described as shown on project plan sheets which are attached hereto and made a part hereof.
- a) Such easement hereby granted is limited to the use for highway purposes of space required for approaches to said underpass and for abutments, foundations and other parts of the underpass and is limited vertically by the lesser of a horizontal surface 20 feet above the roadway surface of said underpass and approaches or the bottom of the superstructure beams together with the use of reasonable additional space for aforesaid purpose and for

access to the highway facilities for maintenance purposes, it being understood that the easement shall not restrict the RAILROAD from utilizing the air space over said bridge for railroad operations and for wire lines or other facilities which will not encroach on the reasonable requirements for maintaining the highway facilities. All other rights are reserved unto the RAILROAD.

- b) COUNTY/CITY (also 3rd party if applicable), in carrying out its maintenance responsibilities of the highway facilities, agrees to obtain permission from the RAILROAD before undertaking any work which may interfere with or be a real or potential hazard to passage of trains or other railroad operations.
- c) RAILROAD agrees to notify the COUNTY/CITY (also 3rd party if applicable) prior to undertaking the use of air space over the easements and prior to starting the construction of any fixed installation, other than its customary signal and communication facilities, within 8 feet of the topside of said underpass or within 15 feet of said easement, it being understood that such use will afford reasonable protection and safety to the highway facilities and highway traffic and will not unreasonably interfere with lighting, ventilation and maintenance of the highway facilities by the COUNTY/CITY (also 3rd party if applicable).
- 14) COUNTY/CITY will construct and maintain (or 3rd Party will maintain) said highway underpass and approaches thereto in accordance with the plans, specifications and special provisions which are identified by the project number shown above, approved by all parties, and made a part of this agreement by reference. The COUNTY/CITY further agrees that said work shall be done and performed in accordance with the reasonable requirements of RAILROAD in such manner as to prevent interruption of, interference with or danger or delay to railroad operations.
- 15) The RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated _____ for \$ _____, prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Any work to be done and performed by the RAILROAD not to be done and performed by the regular organized forces of the RAILROAD working under current agreements with its employees, shall be subject to the labor regulations applicable to construction contracts for grade separation projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by COUNTY/CITY before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

Option 1: Progress Bills (Actual Cost)

BILLING AND PAYMENT

(Headings are for information only, to be removed)

- 16) The COUNTY/CITY shall pay monthly bills promptly upon receipt and verification thereof by the COUNTY/CITY. Upon completion of the work the RAILROAD shall submit one final bill to the COUNTY/CITY and the COUNTY/CITY shall make a conditional final payment promptly upon verification of the final bill by the COUNTY/CITY. The total liability of the COUNTY/CITY shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as

set forth in the aforesaid CFR. At any time within three years after the date of the conditional final payment the COUNTY/CITY may audit the cost records and accounts of the RAILROAD pertaining to this project and will bill the RAILROAD any amount of any unallowable expenditure made in the conditional final payment of this contract or, if no unallowable expenditure is found, notify the RAILROAD of that fact in writing. If the RAILROAD does not pay any such bill within thirty days of receipt of the bill from the COUNTY/CITY, the COUNTY/CITY may set-off the amount of such bill against the amounts owed the RAILROAD on any then-current agreement between the RAILROAD and the COUNTY/CITY. For audit purposes, the reports, plans, specifications, digital information, field data, notes and cost records and accounts of the RAILROAD pertaining to this project shall be made available to the representatives of the COUNTY/CITY or the Federal Highway Administration at the General Office of the RAILROAD during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the RAILROAD.

- 17) The RAILROAD expressly agrees that the COUNTY/CITY may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as an unallowable expenditure in any agreement between the RAILROAD and the COUNTY/CITY on which a conditional final payment has been made.
- 18) The COUNTY/CITY shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the RAILROAD will be required or that an increase in cost anticipated will be incurred by the RAILROAD, a written change or extra work order approved by the COUNTY/CITY shall be required.
- 19) The COUNTY/CITY shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the RAILROAD and COUNTY/CITY have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed to the COUNTY/CITY may consider payment made up to one year following completion of the work to be final.

Option 2: Lump Sum

BILLING AND PAYMENT

(Headings are for information only, to be removed)

- 20) Upon completion of the work covered under this agreement, RAILROAD shall submit to the COUNTY/CITY ten (10) copies of its final lump sum bill in the amount of \$ _____ as shown in the estimate attached hereto. The COUNTY/CITY shall pay such lump sum bill promptly upon receipt and verification thereof which shall be a complete satisfaction of liability of the COUNTY/CITY hereunder. For audit purposes, the cost records and accounts of the RAILROAD pertaining to this project shall be made available to the representatives of the COUNTY/CITY at the General Office of the RAILROAD during the progress of the work and for a period of not less than three (3) years from the date final payment has been received by the RAILROAD.

The RAILROAD expressly agrees that the COUNTY/CITY may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State

or Federal audit as an unallowable expenditure in any agreement between the RAILROAD and the COUNTY/CITY on which a conditional final payment has been made. The RAILROAD shall provide appropriate credit for betterment of facilities or payments by third parties, including the prorated share of engineering expenses, in the future Railroad Agreement for installation of the proposed facilities to be designed under this Agreement.

- 21) The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by COUNTY/CITY before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement. The COUNTY/CITY shall not be liable for payment of any bill received more than 12 months after all work on this project is completed and the project is accepted by the RAILROAD and COUNTY/CITY unless the RAILROAD has requested an extension of the billing period in writing.

(This next paragraph is for RR participation projects only)

PARTICIPATION

(Heading is for information only, to be removed)

- 22) The RAILROAD agrees to contribute to the project cost a lump sum amount of \$ _____ which represents 5% of the cost of a bridge on _____ over the track of the RAILROAD in accordance with Part 646, Subpart B, of CFR. This amount shall be due to the COUNTY/CITY upon statement rendered to the RAILROAD by the COUNTY/CITY upon execution and authorization of this agreement and completion and acceptance of the project.

CONSULTING ENGINEERING SERVICES

(Heading is for information only, to be removed)

- 23) The RAILROAD shall provide preliminary and (remove the word "preliminary" if there is a separate PE agreement) construction engineering including inspection services as identified and included in the attached estimate. The anticipated scope of services to be provided in connection with construction engineering by consulting engineering firms for the RAILROAD is attached hereto and made a part hereof. Prior to contracting for any consultant work not specifically covered by this agreement, the RAILROAD will submit to the COUNTY/CITY for approval the consultant's proposal containing, but not limited to, a statement of the scope of consultant services, a list of wage rates and classifications to be used by the consultant and an itemized statement of costs estimated to complete the services. Selection and employment of the consultant shall be governed by requirements and procedures contained in Part 646, Subpart B, of CFR.

CLOSING

(Heading is for information only, to be removed)

- 25) The COUNTY/CITY will require its Contractor to abide by the attached Special Provision for Protection of Railway Interests which will be included in his contract and, before commencing said construction on RAILROAD right-of-way or property, to furnish evidence acceptable to the COUNTY/CITY and the RAILROAD that the Contractor has provided (1) Contractor's Public

Liability and Property Damage Liability Insurance, (2) Contractor's Protective Public Liability and Property Damage Liability Insurance and (3) Railroad Protective Liability Insurance in the amounts specified in the Special Provision attached hereto and made a part hereof, all in accord with Part 646, Subpart A, of CFR, current edition, and in a form approved by the COUNTY/CITY and the RAILROAD.

- 25) The COUNTY/CITY agrees that it will secure the payment bond required under Section 13-10-1 (b) (2) (A) of the Official Code of Georgia Annotated and that such bond will cover the work to be done and for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the contract. The COUNTY/CITY will furnish the RAILROAD a photocopy of the bond secured for the project. The COUNTY/CITY will also furnish the RAILROAD with the address of all contractors and sureties that may be a party to the bond and will notify the RAILROAD of any subsequent address changes.
- 26) It shall be the RAILROAD'S responsibility to plan with the Contractor a schedule of operations which will clearly set forth at which stage of the contractor's operations the RAILROAD will be required to perform its work.
- 27) In the event it shall be necessary in connection with or incident to the work of said construction to make any adjustment in facilities of tenants of the RAILROAD, such adjustments shall be handled by the COUNTY/CITY directly with the owner or owners thereof at no expense to the RAILROAD.
- 28) It is agreed that the COUNTY/CITY will furnish the RAILROAD the name, address and telephone number of its representative who will be in charge of the work as part of its letter of authorization to proceed with the work covered under this agreement. The RAILROAD agrees to give said representative reasonable prior notice of the dates upon which work will be done in order that work may be properly inspected and documented for audit. Further, the work covered under this Agreement shall be completed no less than the overall completion date as indicated in the construction agreement entered into between the COUNTY/CITY and the lowest responsive bidder. COUNTY/CITY will notify the RAILROAD in writing of this final completion date.
- 29) It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in _____ County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
- 30) The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **three** counterparts, each to be considered as an original by their authorized representative the day and date herein above written.

WITNESSES AS TO RAILROAD:

RAILROAD NAME HERE

WITNESS

BY: _____

AS ITS _____
(CORPORATE SEAL)

I attest to the genuineness of the Corporate Seal, and I further attest that the above named officer is duly authorized to execute this document.

ATTEST:

BY: _____

FEIN _____

AS ITS _____

WITNESSES AS TO **CITY/COUNTY**:

CITY/COUNTY NAME HERE

WITNESS

BY: _____
Name, Mayor/Chairman of Commissioners

Print Name and Title

FEIN: _____

Signed on behalf of the **CITY/COUNTY** pursuant to Resolution dated _____.

Approved as to Form:

ATTEST:

CITY/COUNTY ATTORNEY

BY: _____
CITY/COUNTY CLERK OR ATTORNEY

Print Name

Print Name

This _____ day of _____, 20__.

Original 5/17/2013
Revised 7/26/2013

Exhibit A

BUY AMERICA

**CERTIFICATE OF COMPLIANCE
FOR RAILROAD COMPANIES**

Date _____, 20____

WE, _____

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

(Insert Project No. and Description Here)

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the RAILROAD. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

_____ My Commission Expires: _____

Notary Public/Justice of the Peace

Date: (enter date)

LOCAL GOVERNMENT NAME HERE

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Project: _____, _____ **County**

PI No.: _____

(Enter description of overall project along with the RR inventory number and RR Milepost affected by the project. Also include the number of trains, the train average or maximum speed, along with a statement about whether passenger trains are present.)

EXAMPLE: Traffic signal upgrade project on SR 2/SR 61/US 41/Third Ave at SR 52/US76/Maddox Pkwy in Murray County, Georgia. The work will require construction activities within the right of way of Norfolk Southern Railway Company at RR inv. No. 340660Y, Milepost No. 00C377.23. The average train movement through this area is approximately 22 trains per day at typical speeds of 79 mph. There are no passenger trains at this location.

1. AUTHORITY OF RAILROAD ENGINEER AND HIGHWAY ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic and facilities including the adequacy of the foundations and structures supporting the railroad tracks and the necessity for flagging during construction.

The authorized representative of the **County/City** Engineer, hereinafter referred to as the Highway Engineer, shall have authority over all other matters as prescribed herein and in the **Local Government's** Standard Specifications, current edition, as may be revised for this project.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights-of-way until it has complied with the following conditions:

- (1) Given the Railroad written notice, with copy to the **City/County**, at the addresses shown below and to the Highway Engineer who has been designated to be in charge of the work, at least 10 working days in advance of the date he proposes to begin work on Railroad rights-of-way. If flagging is required, it may take up to 30 days to obtain flagging from the Railroad and no work shall be undertaken until flagging is present at the job site.

Notice to:

Chief Engineer Bridges and Structures
Norfolk Southern Corporation
 1200 Peachtree St., N.E., Box 142
 Atlanta, Georgia 30309
 (404) 529-1251

Copy to:

City/County Engineer
Local Government name here
Address of local government here

- (2) Obtained written authorization from the Railroad to begin work on Railroad right-of-way. Such authorization may include an outline of specific and general conditions with which he must comply.
 - (3) Obtained written authorization from the Railroad Protective Liability Insurance coverage as required by paragraph 12 herein. It should be noted that Railroad Company does not accept notation of Railroad Protective Insurance on a Certificate of Liability Insurance or for Binders as Railroad Company must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue, but review for compliance. Due to the number of projects system wide, it typically takes a minimum of 45 days for Railroad Company to review.
 - (4) Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7 B (1) herein.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, area of responsibility of each representative shall be specified.
3. INTERFERENCE WITH RAILROAD OPERATIONS AND PROPERTY:
- A. The Contractor shall so arrange and conduct its work to avoid interference with Railroad operations, including train, signal, and communication services, or damage to the facilities or property of the Railroad or tenants on the right-of-way of the Railroad. Whenever work is liable to affect such operations, safety, facilities, or property, the method of doing such work shall first be submitted to the Railroad Engineer for review and approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging and inspection by the Railroad shall be deferred by the Contractor until the flagging and inspection required by the Railroad is available at the job site.
 - B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround or detour tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
 - C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations, facilities, and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Highway Engineer, such provision is insufficient, either may require or make such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the **City/County**.
1. TRACK CLEARANCES
- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:
 1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Highway Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
- Construction work and operations by the Contractor on Railroad rights-of-way, or property, shall be:
1. Subject to the inspection and approval of the Railroad.
 2. In accord with the Railroad's written outline of specific conditions.
 3. In accord with the Railroad's general rules, regulations, and requirements including those relating to safety, fall protection, and personal protective equipment.
 4. In accord with this special provision.
- B. Temporary Excavation:
- The subgrade of an operated track shall be maintained with edge of berm at least 10 feet from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if the existing section is substandard, in which case the existing section will be maintained.
- C. Excavation for Structures:
- The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, for construction of bridges, walls, footings, drainage pipes, or structures, under or adjacent to tracks, and any other structures or construction, including the driving of piles or sheeting, adjacent to tracks to provide adequate lateral and vertical support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for excavation and shoring shall first be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. Before submission of plans to the Railroad Engineer for approval, such plans shall first be reviewed by the **City/County's Engineer**. Shoring plans submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.
- D. Demolition, Erection, Hoisting:
- (1) Railroad tracks and other railroad property must be protected from damage during the procedure.
 - (2) The contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.
 - (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.

- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.
- (8) The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans, and calculations shall first be approved by the Highway Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

- (1) The Contractor shall obtain advance approval from the Railroad Engineer and the Highway Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging the Railroad may require.
 - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains. Correction of any track misalignment or other damage to Railroad property resulting from the blasting shall be done as directed by the Railroad's authorized representative at the Contractor's expense. If its actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - (e) Storage of explosives on Railroad property will not be permitted.

- (f) Furnish satisfactory evidence of XCU (explosion-collapse-underground damage) insurance coverage.
- (2) The Railroad representative will:
 - (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
 - (b) Have the authority to order discontinuance of blasting if, in its opinion, blasting is too hazardous or is not in accord with this special provision.

(3) Other Requirements:

Each Railroad has its own requirements for blasting which may include provisions in addition to the above. It is the contractor's responsibility to contact the Railroad before performing any blasting and determine and comply with these requirements. The Contractor shall handle all matters relating to blasting with the Railroad and pay for all costs involved.

F. Maintenance and Repair of Railroad Facilities:

- (1) The Contractor will maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations and provide and maintain any erosion control measures as required by Highway Project plans and contract documents. The Contractor will promptly repair eroded areas within Railroad rights-of-way.
- (2) The Contractor will also repair, or cause to be repaired, any other damage to the property or facilities of the Railroad or its tenants.
- (3) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked unattended near the track or on the Railroad rights-of-way shall be effectively immobilized so that it cannot be moved by unauthorized persons. Safety guidelines are given in paragraph 11 herein.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, temporary erosion measures, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to its work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required

Under the terms of the agreement between the **City/County** and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations and facilities. In general, the requirements for flagging will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or within distances as may be specified by Railroad's authorized representative, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. These requirements include situations where a crane, or other piece of equipment, is located such that its boom, or extremity, could move and pass within 20 feet of the centerline of a track or within a distance as may otherwise be specified by Railroad's authorized representative. Safety guidelines are given in paragraph 11 herein. **Normally the Railroad will assign one flagman to a project, based on an 8 hour workday and 40 hour workweek, but in some cases more than one may be necessary.**

B. Scheduling and Notification

- (1) Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the **City/County** a schedule for all work required to complete the portion of the project within Railroad right-of-way.
- (2) The Contractor will be required to give the Railroad representative at least 10 working days of advance notice of intent to begin work within Railroad right-of-way in accordance with paragraph 2.A.(1) of this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Highway Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Highway Engineer. If flagging is required, no work shall be undertaken until the flagman is, or flagmen are, present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain flagging from the Railroad. Due to Railroad practices, in some cases it may be necessary to give 5 days' notice before flagging service may be discontinued and payment stopped.

- (3) If, after the flagman is assigned to the project site, unusual circumstances or conditions arise which require the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delays shall be done by the Contractor and not the **City/County** or Railroad.

C. Payment

- (1) The **City/County** will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The **City/County** shall not delegate this responsibility to the Contractor or any subcontractor or any other party. The cost of flagging service is approximately \$_____ per hour or \$_____ per day based on an 8-hour work day and 40-hour work week. This cost includes the base pay for the flagman, overhead, and generally includes travel expenses, meals, lodging, equipment, etc. The charge to the **City/County** by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagman in excess of 8 hours per day and 40 hours per week may result in overtime pay at 1 ½ time the appropriate rate. Also, certain unusual conditions may arise which may result in overtime pay at 2 times the appropriate rate. Railroad work involved in preparing and handling bills may also be charged to the **City/County**. Charges to the **City/County** by the Railroad shall be in accordance with Federal-Aid Highway billing procedures and requirements as contained in applicable provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, and shall further be on the same basis as the **City/County** would be billed by the Railroad.
- (2) The **City/County** will be billed for flagging services on a periodic basis directly by the Railroad. The **City/County** will promptly pay such bills within 30 days after each bill is rendered. This provision does not affect the obligation of the Contractor under his bond or the rights of the Railroad or the **City/County** under the bond.

D. Verification

- (1) The **City/County** will review and sign the Railroad flagman's semi-monthly time sheet, or other similar documentation, attesting that the flagman was present during the time recorded. The Railroad's flagman may also enter flagging time electronically via the Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If need for flagging is questioned, please contact Railroad's System Engineer of Public Improvements. All verbal complaints will be confirmed in writing by the **City/County** within 5 working days. Address all written correspondence to:

Notice to:

Chief Engineer Bridges and Structures
Norfolk Southern Corporation
1200 Peachtree St., N.E., Box 142
Atlanta, Georgia 30309
(404) 529-1251

Copy to:

City/County Engineer
Local Government name here
Address of local government here

- (2) The Railroad flagman assigned to the project will be responsible for notifying the Highway Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Highway Engineer will document such notification in the project records.

8. TRANSPORTING MATERIALS AND EQUIPMENT ACROSS TRACKS:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the **City/County** has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement, normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the **City/County** and the Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by the **City/County** and the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then it shall make separate arrangements with the Railroad for same to be accomplished, including any required flagging service, at the Contractor's expense.

10. COOPERATION AND DELAYS

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claims of the Contractor against either the **City/County** or the Railroad will be allowed for hindrance or delay on account of railway traffic, any work performed or to be performed by the Railroad, or other delay incident to or necessary for safe maintenance of railway traffic and facilities, or for any delays due to compliance with this special provision.

11. SAFETY GUIDELINES:

- A. Guidelines for Personnel on Railroad Right-of-Way
 - (1) All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots

cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended. It is required that reflective vests be worn.

- (2) No one is allowed within 25 feet of the centerline of track without specific authorization from the flagman.
- (3) All persons working near track while train is passing are to look out for dragging bands, chains and protruding or shifted cargo.
- (4) No one is allowed to cross tracks without specific authorization from flagman.
- (5) All welders and cutting torches working within 25 feet of the track must stop when train is passing.
- (6) No steel tape or chain will be allowed to cross or touch rails without permission.

B. Guidelines for Equipment on Railroad Right-of-Way

- (1) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 feet of the centerline of track without specific permission from railroad official and flagman.
- (2) No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- (3) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (4) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (5) Swinging loads must be secured to prevent movement while train is passing.
- (6) No loads will be suspended above a moving train.
- (7) No equipment will be allowed within 25 feet of centerline of track without specific authorization of the flagman.
- (8) Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- (9) No equipment or load movement within 25 feet or above a standing train or railroad equipment without specific authorization of flagman.
- (10) All operating equipment within 25 feet of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (11) All equipment, loads, and cables are prohibited from touching rails.
- (12) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (13) No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

- (14) All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (15) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

12. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:

- (1) Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish to the Railroad and copy to the **City/County** the certificate of insurance in TRIPLICATE as evidence that with respect to the operations it performs it carries regular Contractor's Public Liability Insurance and regular Contractor's Property Damage Liability Insurance both providing for limits of not less than \$2,000,000.00.

- (2) Contractor's Protective Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish the Railroad and copy to the **City/County** the certificate of insurance in TRIPLICATE as evidence that with respect to the operations performed for it by any subcontractor, it carries in its own behalf regular Contractor's Protective Public Liability Insurance and regular Contractor's Protective Property Damage Liability Insurance both providing for limits of not less than \$2,000,000.00.

CERTIFICATE HOLDER for (1) and (2) above is as follows:

Norfolk Southern Railway Company ← Insert correct RR info. Here.
Three Commercial Place
Norfolk, Virginia 23510-2191

- (3) Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage, or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The Standards for this protective insurance shall follow the requirements of Part 646, Subpart A, of Title 23, Highways, of the Code of Federal Regulations, current edition.

Railroad protective insurance shall be provided on "ISO-RIMA" (Insurance Services Office – Railroad Insurance Management Association) policy form No. CG 00 35 01 96. ISO Amendatory Endorsement No. CG 28 31 10 93 should also be included if a policy form number other than the foregoing is used. The equivalent of the foregoing will also be acceptable.

- a. **The name insured shall read:**

Norfolk Southern Railway Company ← Insert correct RR info. Here.
Three Commercial Place

Norfolk, Virginia 23510-2191

ATTN: Risk Management

- b. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate City/County project and contract identification numbers.
 - c. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.
 - d. The name and address of the prime contractor must appear on the Declarations.
 - e. The name and address of the City/County must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
 - f. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
 - g. Endorsements that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known Injury or Damage Exclusion from CG 00 59
 - (4) Any Common Policy Conditions Form
 - (5) Any other endorsement/form not specifically authorized in item number 2.f above.
- B. Evidence of insurance as required in A. above shall be furnished to the address shown below for review and approval by the Railroad and copied to the City/County:

NOTICE TO:

COPY NOTICE TO:

Risk Management Department
 Norfolk Southern Corporation
 Three Commercial Place
 Norfolk, Virginia 23510-2191

City/County Engineer
 Local Government name here
 Local Government address here

The project number, description of the work and designation of the job site to be shown on all insurance certificates and policies are as follows:

(Enter same project and railroad information as on first page)

Project: _____, _____ County, PI No. _____,

EXAMPLE: Traffic signal upgrade project on SR 2/SR 61/US 41/Third Ave at SR 52/US76/Maddoz Pkwy in Murray County, Georgia. The work will require construction activities within the right of way of Norfolk Southern Railway Company at RR inv. No. 340660Y, Milepost No. 00C377.23. The average train movement through this area is

approximately 22 trains per day at typical speeds of 79 mph. There are no passenger trains at this location.

- C. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.
- D. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights-of-way of the Railroad as evidenced by the formal acceptance by the City/County and the Railroad. Insuring companies may cancel insurance by permission of the City/County and Railroad or on THIRTY (30) days written notice to the City/County and Railroad as follows:

Notice to:

Copy to:

Risk Management Department
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510-2191

City/County Engineer
Local Government name here
Local Government address here

13. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of this special provision:

- (1) The Railroad Engineer may require that the Contractor vacate Railroad property.
- (2) The Highway Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Highway Engineer.

H. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

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