

RESOLUTION NO. 2010-60

AUTHORIZING A SOLE SOURCE CONTRACT IN THE AMOUNT OF \$127,090.00 WITH NORFOLK SOUTHERN RAILWAY COMPANY (NS) TO PROVIDE RAILROAD FORCE ACCOUNT AND CONSTRUCTION AGREEMENT SERVICES AS NEEDED FOR THE LIGHT RAIL TRUNK LINE BRIDGE DECK REPLACEMENT PROJECT (27T) (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) plans to construct the Light Rail Trunk Line Bridge Deck Replacement Project where the tracks of GCRTA span the tracks and right-of-way of NS at Railway's Milepost RD-118.05 in Cleveland, Ohio and therefore must attain a construction agreement from NS to perform this work; and

WHEREAS, NS is the owner of the land identified above and is willing to enter into a Railroad Force Account and Construction Agreement with GCRTA to allow construction activity above this property; and

WHEREAS, the Authority has a need for Force Account Services from NS to aid in the completion of the Light Rail Trunk Line Bridge Deck Replacement Project; and

WHEREAS, this work is necessary for the completion of the Light Rail Trunk Line Bridge Deck Replacement Project; and

WHEREAS, the Ohio Revised Code, Section 306.43H(2) provides that competitive bidding is not required when the expenditure is for goods or services, or any combination thereof, and after reasonable inquiry the board or any officer or employee the board designates finds that only one source of supply is reasonably available; and

WHEREAS, NS has been determined to be the only source for this force account work; and

WHEREAS, after review, NS offered to provide Force Account Services for GCRTA's Light Rail Trunk Line Bridge Deck Replacement Project as needed at a total price not to exceed \$127,090; and

WHEREAS, the General Manager/Secretary-Treasurer deems the offer of NS to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer of NS to provide Force Account Services for GCRTA's Light Rail Trunk Line Bridge Deck Replacement Project as needed is hereby accepted.

Section 2. That the General Manager/Secretary-Treasurer of the Authority be and he is hereby authorized to enter into a Construction Agreement with NS substantially in the form of the attached to provide Force Account Services for GCRTA's Light Rail Trunk Line Bridge Deck Replacement Project as needed.


Section 3. That said contract should be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-05-0097, in an amount not to exceed \$127,090.00). (\$101,672.00 in Federal funds which represents 80% of the total cost.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon appropriation of funds for future years, if needed; compliance by the contractor to the Specifications and Addenda thereto, if any; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2009-023; bonding and insurance requirements, as applicable; and all applicable laws relating to contractual obligations of the Authority.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachments: Unexecuted Construction Agreement between NS and GCRTA

Adopted: August 17, 2010

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, hereinafter referred to as the "GCRTA" and **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, hereinafter referred to as the "Railway."

WITNESSETH:

WHEREAS, the GCRTA proposes to replace the structure which carries GCRTA over the tracks of Railway at Railway's Milepost RD-118.05 in **Cleveland, Cuyahoga County, Ohio: and**

WHEREAS, it is desired by the parties hereto to carry out and accomplish the deck replacement of the grade separation structure over the track of Railway at the point hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties, respectively, and the proportion of costs and expenses to be paid by each of said parties and the mode and time of payment therefore.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

**SECTION 1.** Before this agreement shall be in force and effect, the plans of the GCRTA for the said improvements shall meet the approval of the parties hereto, and upon such written approval shall become a part of this agreement by reference.

**SECTION 2.** The work to be done under this agreement as shown on the plans described under Section 1 hereof, consists of the deck replacement of an overhead bridge carrying GCRTA over the tracks of Railway and the necessary approaches thereto.

The plans and specifications of said deck replacement are incorporated herein.

It is understood that temporary minimum construction clearances of 22'-0" vertically from top of rail will be permitted by Railway.

The construction of the bridge and the necessary earth work, grading, draining, sodding, seeding and planting of slopes, the construction of guardrails, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

**SECTION 3.** The parties hereto shall replace the deck of the said overhead bridge in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- A. The following items shall be let in contract by the GCRTA after competitive bidding as provided by law, at Project expense, subject to the provision of this agreement:
  - 1. Grading, draining and any necessary approaches.
  - 2. Erecting necessary guardrails and fence.
  - 3. Deck replacement of the overhead bridge structure.

The GCRTA's work shall be awarded to a competent and experienced contractor(s) who has

(have) adequate equipment, organization and finances, and Railway shall be notified of the contractor(s) receiving such award for all work affecting Railway's interest.

- B. The following items shall be done or caused by Railway with its own forces, at Project expense, subject to the provisions of this agreement:
1. All temporary and permanent alterations or relocations of communication and signal wire lines, signals and railroad appurtenances on its right-of-way as may be necessitated by the rehabilitation of the overpass structure.
  2. The furnishing of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operation as may be necessary in connection with the work performed by Railway's forces and the GCRTA contractor(s).

The estimated cost of Railway's work set forth above is \$ 127,090.00 as shown on the detailed estimate marked "Exhibit B", Pages 1 through 3, attached hereto and made a part hereof.

**SECTION 4.** Any work not specifically provided for in Section 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work.

**SECTION 5.** No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent of the other party, in writing.

**SECTION 6.** All work to be done by Railway under provisions of this agreement shall be done in accordance with the plans described in Section 1, together with such other plans and specifications, detailed and supplementary thereto, as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the GCRTA shall be done in accordance with said plans, standard and supplemental specifications, Special Provisions for Protection of Railway Interest which are attached to this agreement as "Exhibit A", and with such special provisions as may be agreed upon by the parties hereto.

The GCRTA will require its contractor(s) to use Railway personnel to protect railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set for in "Exhibit A".

Railway agrees to furnish the GCRTA's contractor(s) at Project expense, and the GCRTA shall require its contractor(s) to use such switchtenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of Railway are required to promote the safety and insure continuity of railroad traffic during the contractor(s) operations.

Railway agrees to bill the GCRTA as part of its regular force account work the actual cost for such protective services and devices including the actual rate of pay, plus the amount paid for overtime, insurance, railroad retirement, vacation allowances, holidays, health and welfare, transportation, deadhead and turn around time, accounting and billing.

The GCRTA agrees to reimburse Railway for said protective services and devices as a part of its regular force account work as set forth in this agreement.

**SECTION 7.** The GCRTA shall have general charge of the engineering work on the Project, but

Railway shall provide such engineering services as Railway may require. Nothing herein shall deny Railway the right to place inspectors on work being done on its property or facilities. The costs for such services shall be borne by the GCRTA.

Construction engineering and inspection costs incurred by Railway subsequent to the award of a construction contract by the GCRTA may be charged against the Project.

**SECTION 8.** Subsequent to the award of any contract(s), and before any work is started on this Project, a conference shall be held between the representatives of the GCRTA, Railway, and the interested contractor(s), at a time and place as designated by the GCRTA's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

**SECTION 9.** The GCRTA shall require its contractor(s) at all times to use all reasonable care and diligence and to cooperate with the officials of Railway in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of Railway.

Any of Railway's equipment, such as work trains, locomotive cranes, car or other rolling stock used on the work by the GCRTA's contractor(s) in carrying out his contract shall not be chargeable to the parties hereto, but the GCRTA shall require the contractor(s) to bear the cost of the rental of such equipment as part of the contract price for the work.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the GCRTA, render it impracticable to utilize funds from the current appropriation for the Project, the GCRTA may serve formal notice of cancellation of this agreement upon Railway and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void. The GCRTA shall reimburse Railway for all costs and expenses incurred by it at the request of the GCRTA, on account of the Project prior to such cancellation and shall restore Railway's property to the condition existing prior to the initiation of the Project.

**SECTION 10.** The GCRTA shall require the contractor(s), before entering upon Railway's right-of-way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of Railway for the occupancy and use of Railway's right-of-way outside the limits of the structure, and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

**SECTION 11.** The GCRTA shall acquire or settle all property, property rights and all damages to property affected by the Project. The cost of said property, property rights and damages to property shall be included as part of the Project expense.

Railway, insofar as it has the legal right to do so, shall permit the GCRTA and/or its contractor(s) to enter upon lands owned and operated by Railway to construct and occupy said GCRTA facilities across its property with sufficient width to permit construction and maintenance of the Project.

In case any action involving said improvement is brought by or against either party hereto, said party shall notify the other party of the pendency of such action.

**SECTION 12.** Railway may bill the GCRTA monthly or periodically for its force account work when cost exceeds \$1,000.00. Progressive invoices may be submitted for work done during the previous

month or period showing the portion of estimated cost completed. A final bill covering actual cost of work and showing all details shall be submitted to the GCRTA within ninety (90) days of completion of said work. The GCRTA shall pay all bills within sixty (60) days of receipt thereof. Final payment for all amounts due Railway shall be paid by the GCRTA within sixty (60) days after the final audit has been made and approved.

**SECTION 13.** Each party hereto waives, but only against the others, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The GCRTA shall require of its contractor a bond, conditional according to Section 153.571 of the Revised Code of Ohio, in favor of the GCRTA, and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Railroad Protective Liability Insurance from an insurance company authorized to do business in the State of Ohio, to protect the Company against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, such policy of insurance to provide for a single limit in the amount of \$5,000,000 per occurrence and subject to that limit, an aggregate in the amount of \$10,000.00 for each annual period for all damages arising out of bodily injuries to or death of one or more persons and out of injury to or destruction of property including such property in the care, custody and control of Railway.

The above insurance provisions are more specifically set forth in "Exhibit A" which is attached to this agreement.

**SECTION 14.** The work provided for in the agreement shall be commenced by the parties hereto within thirty (30) days from the latter of the following: (1) the date on which this agreement becomes effective, (2) the date on which Railway has been notified by the GCRTA to proceed, or (3) the date on which all funds necessary therefore on the part of the GCRTA have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be constructed as compliance with the foregoing thirty (30) day provision.

Upon completion of the Project herein contemplated, the GCRTA shall own and maintain the bridge structure, approach roadway and all other GCRTA facilities constructed or changed under the terms of this agreement. Railway will permit access onto its property to perform any maintenance by the GCRTA on its facilities. Railway shall, at its own costs and expense, maintain, repair and renew all of its facilities constructed or changed under the items of this agreement. Railway will not be vested with any rights of ownership of the bridge structure, will not have a duty to maintain the bridge structure, and will not, if the structure ceases to be part of the GCRTA system, have a duty to remove the structure from Railway right of way.

Railway shall have the right to attach to the portion of said structure, where it crosses the property of Railway, such signal, electric and communication wires as may be requisite or useful in the operation of Railway; any such attachments which are not part of the Project shall be made and maintained by the Railway at its own expense. No such attachments shall be made without the approval by GCRTA of Railway's detailed plans.

**SECTION 15.** The GCRTA shall require its contractor(s), upon the completion of the work of said contractor(s), to remove from within the limits of Railway's right-of-way all machinery, equipment, surplus materials, false work, rubbish or temporary buildings of said contractor(s), and to leave the right-

of-way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of Railway.

**SECTION 16.** The Project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans estimates, specifications, award of contract, acceptance of work and procedure in general. The GCRTA will reimburse Railway as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

(Remainder of page intentionally left blank.)

**SECTION 17.** This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the GCRTA and Railway and the successors and assigns of Railway.

**SECTION 18.** The Project will result in no ascertainable benefits to Railway. The parties signatory to this agreement accept this classification as applicable in this instance. Railway's condition shall be zero.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicated, each part being an original, by their duly authorized officials, as of the dates indicated below.

Executed by the GCRTA, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**

Witness:  
\_\_\_\_\_

By : \_\_\_\_\_

Title: \_\_\_\_\_

Executed by the Norfolk Southern Railway Company this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**NORFOLK SOUTHERN RAILWAY  
COMPANY**

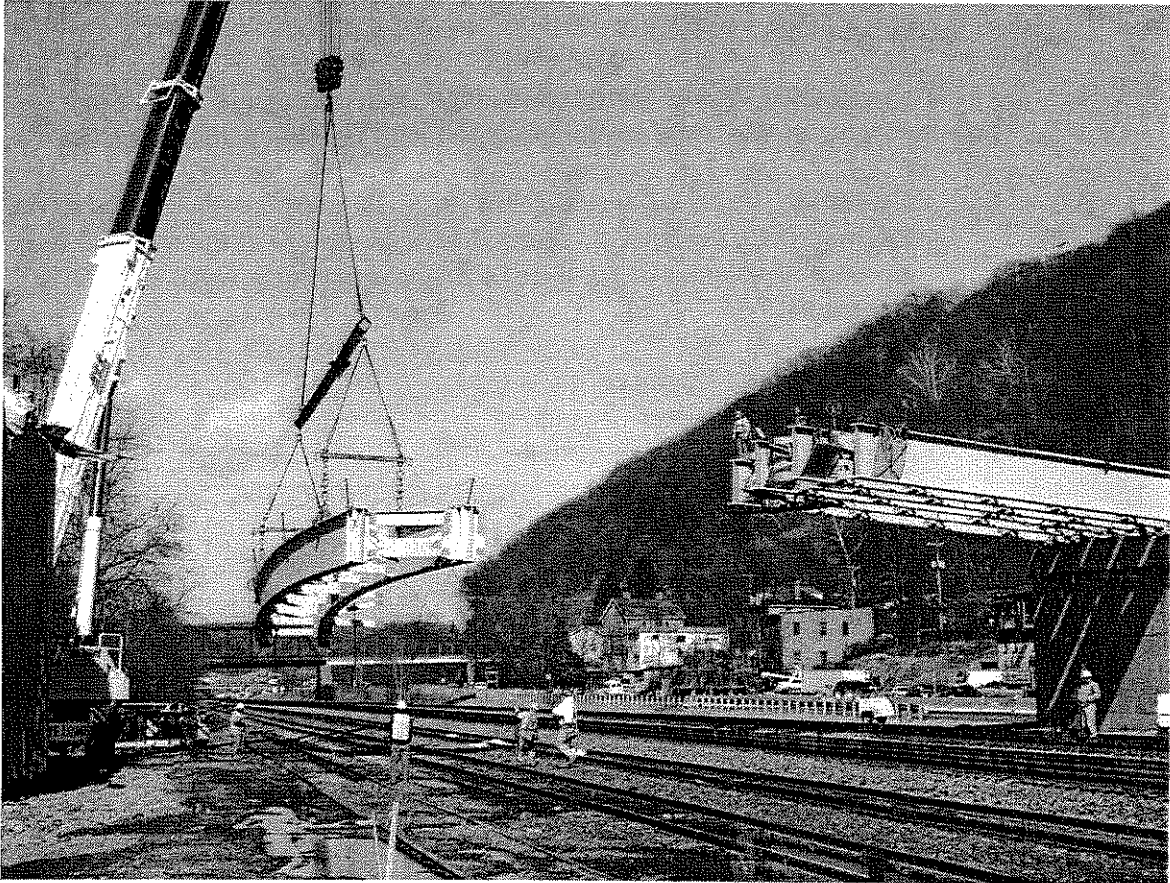
Witness:  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**SPECIAL PROVISIONS FOR  
PROTECTION OF RAILWAY INTERESTS**



**NORFOLK SOUTHERN RAILWAY COMPANY**

1. **AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:**

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Department, hereinafter referred to as the Department Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. **NOTICE OF STARTING WORK:**

A. The Department's Prime contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Given the Railroad written notice, with copy to the Department Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

Office of Chief Engineer  
Bridges & Structures  
Norfolk Southern Corporation  
1200 Peachtree Street NE  
Internal Box #142  
Atlanta, Georgia 30309

2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that Railroad Company does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or 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 30-45 days for Railroad Company to review.
3. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
4. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.

5. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7,B,1.

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, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service 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 tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his 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 and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide 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 Department.

4. 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 Department 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 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 these Special Provisions.

B. **Excavation:**

The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

Additionally, the Railroad Engineer may require installation of orange construction safety fencing for protection of the work area.

C. **Excavation for Structures:**

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral 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. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans and calculations for shoring, shall first be approved by the Department Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

Additionally, walkway with handrail protection may be required as noted in paragraph 11 herein. .

**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 also 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 the 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.
8. The Railroad Engineer or his designated 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 Department Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

**E. Blasting:**

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Department 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 radios.
  - (c) No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as 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, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the

Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:
  - (a) Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
  - (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

F. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. 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 Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company 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 near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

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, 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 his 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. Requirements:

Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, 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.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:



1. **The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.**
2. **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 Department a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.**
3. **The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with 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 Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, 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 from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.**
4. **If, after the flagman is assigned to the project site, an emergency arises that requires 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 delay shall be borne by the Contractor and not the Department or Railroad.**

**C. Payment:**

1. The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Department 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.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. *The above estimates of flagging costs are provided for information only and are not binding in any way.*

**D. Verification:**

1. Railroad's flagman will electronically enter flagging time via 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 Public Improvements (404) 529-1641. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Highway Engineer. Address all written correspondence to:

Office of Chief Engineer  
Bridges & Structures  
Norfolk Southern Corporation  
1200 Peachtree Street NE,  
Internal Box 142  
Atlanta, Georgia 30309

Attn:  
System Engineer  
Public Improvements

2. The Railroad flagman assigned to the project will be responsible for notifying the Department 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 Department Engineer will document such notification in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- 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 Department 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 Department and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department and/or the Railroad.

- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished 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 his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Department or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. 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. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.

- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. **GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:**

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 25' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' 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.

- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
  - 1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
  - 2. 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 the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
- c.
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04.
- d. The named insured shall read:  
  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
Attn: Risk Management
- e. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.
- f. 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.
- g. The name and address of the prime contractor must appear on the Declarations.
- h. The name and address of the Department must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- i. 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

j. Endorsements/forms 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 form CG 00 59
- (4) Any Common Policy Conditions form
- (5) Any other endorsement/form not specifically authorized in item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.

C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

Mr. James DeRosa  
Greater Cleveland  
Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1302

RAILROAD:

Risk Management  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.

15. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

A. The Railroad Engineer may require that the Contractor vacate Railroad property.



- B. The 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 Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Office of Chief Engineer  
Bridges & Structures  
Norfolk Southern Corporation  
1200 Peachtree Street, N. E.  
Internal Box 142  
Atlanta, GA 30309

Date: June 4, 2010  
File: 117-34960 (BR0029809)  
Milepost: RD-118.05

**FORCE ACCOUNT ESTIMATE**

Work to be Performed By: Norfolk Southern Railway Company  
 For the Account of: Greater Cleveland Regional Transit Authority  
 Project Description: Deck Replacement over Norfolk Southern  
 Location: Cleveland, Cuyahoga County, Ohio  
 Project No.: 0  
 Milepost: RD-118.05  
 Date: July 13, 2010  
 File: 117-34960 (BR0029809)

**SUMMARY**

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	27,300
ITEM C - Accounting	1,750
ITEM D - Flagging Services	53,040
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	45,000
ITEM G - Track Work	0
<b>GRAND TOTAL</b>	<b>\$ 127,090</b>

**ITEM A - Preliminary Engineering**

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	0 Hours @ \$100 / hour=	0
Travel Expenses:		0
Services by Contract Engineer		0

**NET TOTAL - ITEM A** \$ -

Exhibit B

**ITEM B - Construction Engineering**

(Coordinate Railway construction activities,  
review contractor submittals, etc.)

Labor:	15 Hours @ \$100 / hour=	1,500
Travel Expenses:		800
Services by Contract Engineer		25,000
<b>NET TOTAL - ITEM B</b>		<b>\$ 27,300</b>

**ITEM C - Administration**

Agreement Construction and/or Review (Prepare Billing)		1,000
Accounting Hours (Labor):	15 Hours @ \$50 / hour=	750
<b>NET TOTAL - ITEM C</b>		<b>\$ 1,750</b>

**ITEM D - Flagging Services**

(During construction adjacent to,  
over or under track.)

Labor:	Flagging Foreman	
	60 days @ 784.00 per day=	47,040
	(based on working 12 hours/day)	
Travel Expenses, Meals & Lodging:		
	60 days @ \$100/day=	6,000
<b>NET TOTAL - ITEM D</b>		<b>\$ 53,040</b>

**ITEM E - Communications Changes**

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Equipment:	(see attached summary)	0
<b>NET TOTAL - ITEM E</b>		<b>\$ -</b>

**ITEM F - Signal & Electrical Changes**

Material:	(see attached summary)	8,072
Labor:	(see attached summary)	28,140
Equipment:	(see attached summary)	8,788
<b>NET TOTAL - ITEM F</b>		<b>\$ 45,000</b>

**ITEM G - Track Work**

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Equipment:	(see attached summary)	0
<b>NET TOTAL - ITEM G</b>		\$ -

**NOTES**

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (excluding insurance) is 140.41%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
  
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (excluding insurance) is 72.01%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
  
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
  
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (07/13/2010). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



**Norfolk Southern Corp.  
Federal Aid Summary**

File: BR0029809

Subject: Cleveland, OH -Proposed RTA Bridge Deck Replacement over NS

MP: RD-118.05

Line: Cleveland

Division: Dearborn

Notes: Proposal calls for replacement of two bridge decks on RTA light rail system over NS double track main TC territory. NS Signals has AC power service locate under the bridge. Costs include relocating the power service along with 1000' of UG power cable.

1. Material Purchase:	Estimated	\$4,830.00
+ Stock	Estimated	\$0.00
2. Sales Tax:	.0622 X 1	\$300.00
3. Handling Material at Store:	.1500 X 1	\$241.50
4. Transportation of Material:	.0000 X 1	\$0.00
5. Preliminary Engineering:	Estimated	\$150.00
6. Construction Supervision:	.2334 X 7	\$2,086.60
7. Direct Labor:	Estimated	\$8,940.00
8. Accounting and O.H. Constr. Add.:	.2151 X 7	\$1,922.99
9. Holidays:	.0377 X 7 & 8	\$409.53
10. Vacation:	.1195 X 5, 6, 7 & 8	\$1,565.40
11. H W Group Life Insurance	.2434 X 5, 6, 7 & 8	\$3,188.44
12. Payroll Taxes:	.2335 X 5, 6, 7, 8, 9 & 10	\$3,519.90
13. Supplemental Pension:	.0000 X 5, 6, 7 & 8	\$0.00
14. Insurance E.I., P.L., and P.D.:	.1715 X 6, 7, 8 & 10	\$2,489.32
15. Personal Expenses:	.3888 X 7	\$3,475.87
16. Use of Equipment:	.9830 X 7	\$8,788.02
SUB TOTAL:		\$41,907.58
Contingencies:	Estimated	\$92.42
Contract Work:	Estimated	\$3,000.00
TOTAL:		\$45,000.00
Less Credit for Material Released:		\$0.00
GRAND TOTAL:		\$45,000.00

Prepared By: exzxe

Valid Thru: July 31, 2011

Date Prepared: July 2, 2010

Date Printed: July 2, 2010



## Estimated Material List

File: BR0029809

Location: Cleveland, OH

Project: Proposed RTA Bridge Deck Replacement over NS

AFE:

MP: RD-118.05

Version:

Qty	Units	Unit Price	Total Price	Description	Product Code
1000	ft	\$3.68	\$3,677.96	Cable, UG 3C#6 AC Entrance - 7X OKONITE FMPPF-L 094-078 TR W/G 1 X 8 7X w/ 10mm Bronze Tape 600V Product Code 206-11-6070	465-791835
1	EA	\$1,156.69	\$1,156.69	AC Meter Service, 100amp, Pre-mounted on Wood Pole for Wayside Power Feeds, per S&C Drawing 5001	165-006505

Items: 2

Total Cost: \$4,834.65



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

<b>TITLE/DESCRIPTION:</b>		<b>Resolution No.:</b> 2010-60
<b>CONTRACT:</b>	RAILROAD FORCE ACCOUNT AND CONSTRUCTION AGREEMENT FOR LIGHT RAIL TRUNK LINE BRIDGE DECK REPLACEMENT PROJECT (27T)	<b>Date:</b> August 12, 2010
<b>VENDOR:</b>	NORFOLK SOUTHERN RAILWAY COMPANY (NS)	<b>Initiator:</b> Engineering & Project Development
<b>AMOUNT:</b>	\$127,090.00	
<b>ACTION REQUEST:</b>		
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a Construction Agreement for Railroad Force Account and Construction Agreement Services for the Light Rail Trunk Line Bridge Deck Replacement Project where the tracks of GCRTA span the tracks and right-of-way of NS at Railway Milepost RD-118.05 in Cleveland, Ohio.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority requires Railroad Force Account and Construction Agreement Services as part of Light Rail Trunk Line Bridge Deck Replacement Project for the proper construction and safety procedures relating to work the Authority will perform over NS railroad tracks. These services will include Preliminary Engineering, Construction Engineering/Inspection, Flagging Service, Signal and Electrical Changes, Accounting and Billing, and Contingencies. Construction is anticipated to commence in August 2010.
  
- 3.0 **PROCUREMENT BACKGROUND:** The sole source contract is exempt from competitive bidding as authorized under Section 306.43H(2) of the Ohio Revised Code. NS is the only source authorized to provide these Railroad Force Account and Construction Agreement Services. NS has all drawings and appropriate documentation regarding this bridge. NS will continue to maintain its daily rail service for its trains during this construction project.  
  
 The Authority requested a proposal for Railroad Force Account and Construction Agreement Services from NS. GCRTA's project office reviewed the proposal for compliance and determined the price to be fair and reasonable to the Authority.
  
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
  
- 5.0 **POLICY IMPACT:** Does not apply.
  
- 6.0 **ECONOMIC IMPACT:** That said contract should be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-05-0097, Line Item 12.24.05, in an amount not to exceed \$127,090.00 (\$101,672.00 in Federal funds which represents 80% of the total cost).

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would prevent commencement of the Light Rail Trunk Line Bridge Deck Replacement Project.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution to authorize entering into this Force Account and Construction Agreement with NS.
- 9.0 ATTACHMENTS: None.

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

  
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer