

RESOLUTION NO. 2015-89

AUTHORIZING AN AGREEMENT IN THE AMOUNT OF \$263,380.00 WITH NORFOLK SOUTHERN RAILWAY COMPANY TO PROVIDE RAILROAD FORCE ACCOUNT AND CONSTRUCTION SERVICES AS NEEDED FOR RECONSTRUCTION OF THE BROOKPARK RAPID TRANSIT STATION AND NORFOLK SOUTHERN RAILWAY'S RIGHT-OF- WAY AT MILEPOST CD-190.78 (PROJECT 24J(C))

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") at its own cost and expense, has found it necessary to reconstruct its Brookpark Rapid Transit Station and Norfolk Southern Railway Company's ("NS") right of way and property, in the vicinity of NS's Milepost CD-190.78, at or near Cleveland, Cuyahoga County, Ohio (the "Premises"); and

WHEREAS, GCRTA must obtain an agreement from NS for NS to perform certain force account and construction services upon the Premises and to allow GCRTA to perform construction activity over and upon the Premises in order to complete the reconstruction of the rapid transit station (the "Facilities") over the Premises; and

WHEREAS, NS is the owner of the Premises and is willing to enter into an agreement to perform certain force account and construction services and to allow GCRTA to perform construction activity over and upon the Premises; and

WHEREAS, the force account and construction services and permission to perform construction activity over and upon the Premises are necessary to complete the reconstruction of the Facilities; and

WHEREAS, the Ohio Revised Code, Section 306.43(H)(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 and construction services for GCRTA's reconstruction of the Facilities, as needed, at a total price not to exceed \$263,380.00; 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 and construction services over and upon the premises for GCRTA's reconstruction of the Facilities as needed is hereby accepted.


Section 2. That the General Manager/Secretary-Treasurer of the Authority be and is hereby authorized to enter into an agreement with NS substantially to provide force account services over and upon the premises for GCRTA's reconstruction of the Facilities, as needed, is hereby accepted.

Section 3. That said agreement should be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to FTA Capital Grant OH-54-004, in an amount not to exceed \$263,380.00 (\$210,704.00 in Federal funds which represents 80% of the total cost.)


Section 4. That said agreement shall be binding upon and an obligation of the Authority contingent upon appropriation of funds; compliance by the contractor to the Specifications and Addenda thereto, if any; the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2015-076; 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.

Adopted: September 15, 2015



President

Attest: 

CEO, General Manager/Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION:		Resolution No.: 2015-89
CONTRACT:	TO PROVIDE RAILROAD FORCE ACCOUNT AND CONSTRUCTION SERVICES AS NEEDED FOR RECONSTRUCTION OF THE BROK PARK RAPID TRANSIT STATION AND NORFOLK SOUTHERN RAILWAY'S RIGHT-OF-WAY AT MILEPOST CD-190.78 (PROJECT 24J(C))	Date: September 9, 2015
VENDOR:	NORFOLK SOUTHERN RAILWAY COMPANY (NS)	Initiator: Engineering & Project Development
AMOUNT:	NOT TO EXCEED \$263,380.00	
ACTION REQUEST:		
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

- 1.0 PURPOSE/SCOPE: Authorizing the General Manager/Secretary-Treasurer to enter into an agreement with Norfolk Southern Railway Company ("NS") for a force account and construction services related to Reconstructing the Brookpark Rapid Transit Station and NS right-of-way at Milepost CD-190.78 (Project 24J(c)).

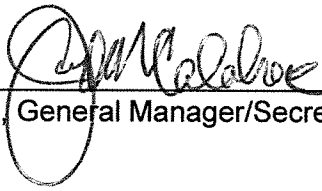
- 2.0 DESCRIPTION/JUSTIFICATION: The Authority requires a force account and construction services as part of the urgently needed Reconstruction of the Brookpark Rapid Transit Station and NS right-of-way at Milepost CD-190.78 Project for the proper construction and safety procedures relating to work the Authority will perform adjacent to and under NS railroad tracks. These services will include Construction Engineering/Inspection, Flagging Service, Signal and Electrical Changes, Accounting and Billing, and Contingencies. The project is being performed to reconstruct the Brookpark Rapid Transit Station. The existing station is in a state of disrepair. An interim station and platform was constructed in 2002 to provide a safe access to the trains for GCRTA's patrons, but this station has reached the end of its useful life. Project 24J(c) consists of the reconstruction of the existing station and platform along with the parking lot to provide a safe environment for GCRTA's patrons. It will also involve the rehabilitation of the pedestrian tunnel running under the NS train tracks.

- 3.0 PROCUREMENT BACKGROUND: These services were not procured by the Procurement Department. This agreement is exempt from competitive bidding as authorized under Section 306.43(H)(2) of the Ohio Revised Code. NS is the only source authorized to provide these Railroad Force Account and Construction Account Services. NS has all drawings and appropriate documentation regarding the station reconstruction. NS will continue to maintain its daily rail service for its trains during this construction project.

The Authority requested a proposal for force account and construction 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: Not Applicable
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: That said agreement should be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to FTA Capital Grant OH-54-004, in an amount not to exceed \$263,380.00 (\$210,704.00 in Federal funds which represents 80% of the total cost.)
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would prevent the reconstruction of the GCRTA Brookpark Rapid Transit Station and NS right-of-way.
- 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 Railway.
- 9.0 ATTACHMENTS: Proposed Construction Agreement between NS and GCRTA.

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



CEO, General Manager/Secretary-Treasurer

THIS AGREEMENT, dated as of the ____ day of _____, 2015 is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, an Ohio regional transit authority, whose mailing address is _____ (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to reconstruct the Brookpark Station adjacent to RAILWAY's right of way and property (the "Facilities"), in the vicinity of RAILWAY Milepost CD-190.78, at or near Cleveland, Cuyahoga County, Ohio (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for rehabilitation of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's rehabilitation of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard construction right-of-entry Agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and

for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from LICENSEE's negligence associated with the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of RAILWAY.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy 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 RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a limit of not less than a combined single limit of \$2,000,000 for each occurrence and \$6,000,000 in the aggregate.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Department Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse

RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's rehabilitation of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein

incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be Two Hundred Sixty-Three Thousand Three Hundred Eighty Dollars and zero Cents (\$263,380.00). It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full

actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:

As to RAILWAY:
c/o Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3504
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment: Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over

the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**, an Ohio
regional transit authority

**NORFOLK SOUTHERN RAILWAY
COMPANY**, a Virginia corporation

By: _____

By: _____

Name: _____

Name: _____

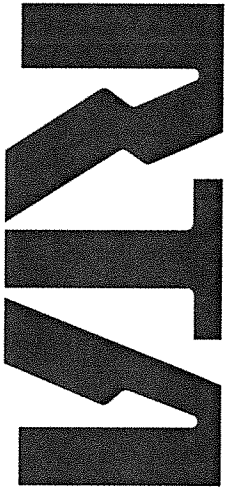
Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A



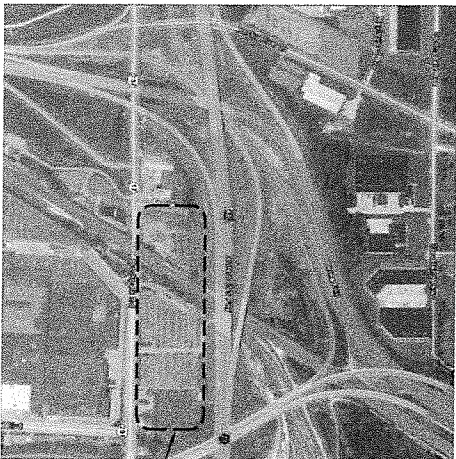
GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY
FEDERAL TRANSIT ADMINISTRATION
PROJECT NO. 24-J (C)

THE PREPARATION OF THIS STUDY WAS FINANCED BY GRANTS FROM THE FEDERAL TRANSIT ADMINISTRATION, WITH ADDITIONAL ASSISTANCE FROM THE OHIO DEPARTMENT OF TRANSPORTATION, GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, AND THE OHIO DEPARTMENT OF TRANSPORTATION.

PROJECT NO. 24J (C)

CONSTRUCTION DOCUMENTS (100% DESIGN)
SUBMITTAL

BROOKPARK TRANSIT STATION
Brookpark Road, Cleveland, OH



LOCATION MAP
SCALE: N.T.S.

PROJECT
LOCATION

NOTE TO RTA REVIEW COMMITTEE:
THE DRAWINGS WILL BE STAMPED
BY DESIGN PROFESSIONALS WHEN
THEY ARE SUBMITTED TO THE CITY
AT THE BID & PERMIT STAGE

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL ..800-362-2704 (Toll Free)
OHIO UTILITIES
PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

OWNER REPRESENTATIVE: THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

ARCHITECT: BIALOSKY + PARTNERS ARCHITECTS
2775 SOUTH MORELAND BLVD
CLEVELAND, OH 44120

PRINCIPAL-IN-CHARGE: MARK OLSON, AIA, LEED AP BD+C
PROJECT MANAGER: CLIFFORD COLLINS, LEED AP BD+C

ENGINEERS: SHENBERGER & ASSOCIATES, INC. SANDHU & ASSOCIATES, INC.

TES ENGINEERING RESOURCE INTERNATIONAL, INC.

PARSONS BRINCKERHOFF

SUBMITTED BY

ENGINEER _____ DATE _____

SUBMITTED BY

ARCHITECT _____ DATE _____

APPROVED BY _____ DATE _____
DIRECTOR ENGINEERING & PROJECT DEVELOPMENT
ENGINEERING AND PROJECT MANAGEMENT DIVISION
CGRTA
DEPUTY GENERAL MANAGER
ENGINEERING AND PROJECT MANAGEMENT DIVISION
CGRTA

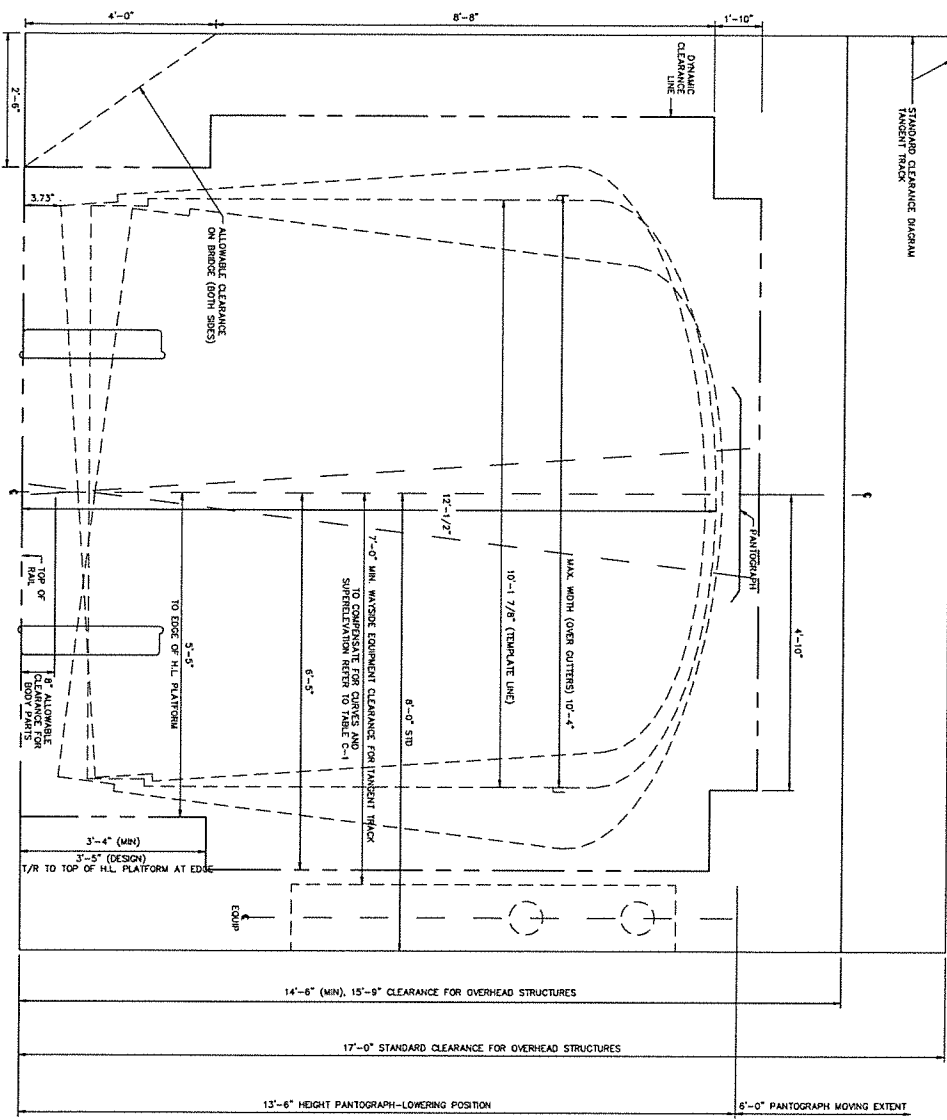


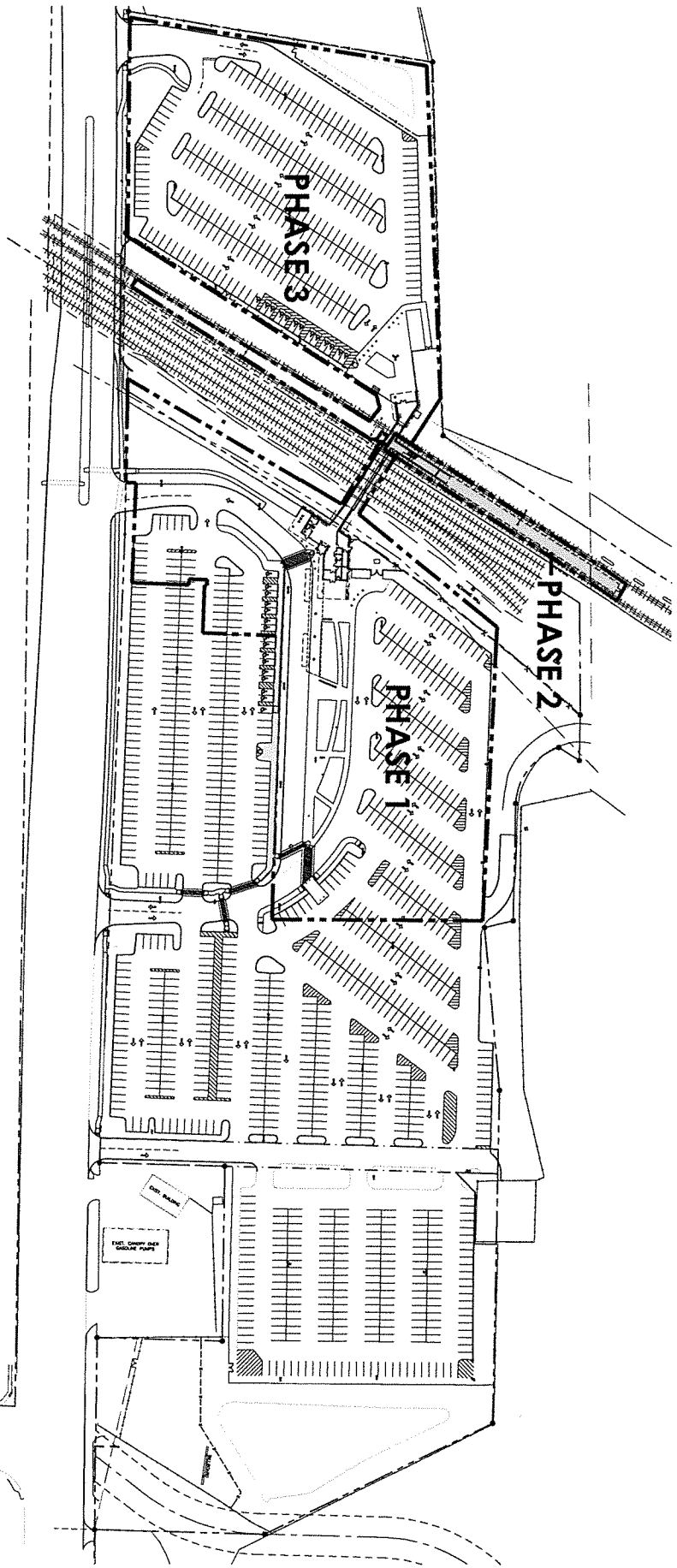
TABLE C-1
MINIMUM TRACK CLEARANCE REQUIREMENTS
NOTE: ADDITIONS FOR TRACK SUPERELEVATION
MUST BE SEPARATELY ADDED

CURVATURE DEGREE	RAILS HEIGHT (FT)	MOBILITY CAR (FT FROM CAR C.A.)	ACTUAL WIDTH (FT)	OSBORN MIN. CLEARANCE (2) FT FROM C.A.	ABSOLUTE CLEARANCE (2)(3) FT FROM C.A.
1	10-00	0.17	8.88	8.00	7.00
2	10-00	0.17	8.88	8.00	7.17
3	10-00	0.17	8.88	8.00	7.33
4	10-00	0.17	8.88	8.00	7.50
5	10-00	0.17	8.88	8.00	7.67
6	10-00	0.17	8.88	8.00	7.83
7	10-00	0.17	8.88	8.00	8.00
8	10-00	0.17	8.88	8.00	8.17
9	10-00	0.17	8.88	8.00	8.33
10	10-00	0.17	8.88	8.00	8.50
11	10-00	0.17	8.88	8.00	8.67
12	10-00	0.17	8.88	8.00	8.83
13	10-00	0.17	8.88	8.00	9.00
14	10-00	0.17	8.88	8.00	9.17
15	10-00	0.17	8.88	8.00	9.33
16	10-00	0.17	8.88	8.00	9.50
17	10-00	0.17	8.88	8.00	9.67
18	10-00	0.17	8.88	8.00	9.83
19	10-00	0.17	8.88	8.00	10.00
20	10-00	0.17	8.88	8.00	10.17
21	10-00	0.17	8.88	8.00	10.33
22	10-00	0.17	8.88	8.00	10.50
23	10-00	0.17	8.88	8.00	10.67
24	10-00	0.17	8.88	8.00	10.83
25	10-00	0.17	8.88	8.00	11.00
26	10-00	0.17	8.88	8.00	11.17
27	10-00	0.17	8.88	8.00	11.33
28	10-00	0.17	8.88	8.00	11.50
29	10-00	0.17	8.88	8.00	11.67
30	10-00	0.17	8.88	8.00	11.83
31	10-00	0.17	8.88	8.00	12.00
32	10-00	0.17	8.88	8.00	12.17
33	10-00	0.17	8.88	8.00	12.33
34	10-00	0.17	8.88	8.00	12.50
35	10-00	0.17	8.88	8.00	12.67
36	10-00	0.17	8.88	8.00	12.83
37	10-00	0.17	8.88	8.00	13.00
38	10-00	0.17	8.88	8.00	13.17
39	10-00	0.17	8.88	8.00	13.33
40	10-00	0.17	8.88	8.00	13.50
41	10-00	0.17	8.88	8.00	13.67
42	10-00	0.17	8.88	8.00	13.83
43	10-00	0.17	8.88	8.00	14.00
44	10-00	0.17	8.88	8.00	14.17
45	10-00	0.17	8.88	8.00	14.33
46	10-00	0.17	8.88	8.00	14.50
47	10-00	0.17	8.88	8.00	14.67
48	10-00	0.17	8.88	8.00	14.83
49	10-00	0.17	8.88	8.00	15.00
50	10-00	0.17	8.88	8.00	15.17
51	10-00	0.17	8.88	8.00	15.33
52	10-00	0.17	8.88	8.00	15.50
53	10-00	0.17	8.88	8.00	15.67
54	10-00	0.17	8.88	8.00	15.83
55	10-00	0.17	8.88	8.00	16.00
56	10-00	0.17	8.88	8.00	16.17
57	10-00	0.17	8.88	8.00	16.33
58	10-00	0.17	8.88	8.00	16.50
59	10-00	0.17	8.88	8.00	16.67
60	10-00	0.17	8.88	8.00	16.83
61	10-00	0.17	8.88	8.00	17.00
62	10-00	0.17	8.88	8.00	17.17
63	10-00	0.17	8.88	8.00	17.33
64	10-00	0.17	8.88	8.00	17.50
65	10-00	0.17	8.88	8.00	17.67
66	10-00	0.17	8.88	8.00	17.83
67	10-00	0.17	8.88	8.00	18.00
68	10-00	0.17	8.88	8.00	18.17
69	10-00	0.17	8.88	8.00	18.33
70	10-00	0.17	8.88	8.00	18.50
71	10-00	0.17	8.88	8.00	18.67
72	10-00	0.17	8.88	8.00	18.83
73	10-00	0.17	8.88	8.00	19.00
74	10-00	0.17	8.88	8.00	19.17
75	10-00	0.17	8.88	8.00	19.33
76	10-00	0.17	8.88	8.00	19.50
77	10-00	0.17	8.88	8.00	19.67
78	10-00	0.17	8.88	8.00	19.83
79	10-00	0.17	8.88	8.00	20.00
80	10-00	0.17	8.88	8.00	20.17
81	10-00	0.17	8.88	8.00	20.33
82	10-00	0.17	8.88	8.00	20.50
83	10-00	0.17	8.88	8.00	20.67
84	10-00	0.17	8.88	8.00	20.83
85	10-00	0.17	8.88	8.00	21.00
86	10-00	0.17	8.88	8.00	21.17
87	10-00	0.17	8.88	8.00	21.33
88	10-00	0.17	8.88	8.00	21.50
89	10-00	0.17	8.88	8.00	21.67
90	10-00	0.17	8.88	8.00	21.83
91	10-00	0.17	8.88	8.00	22.00
92	10-00	0.17	8.88	8.00	22.17
93	10-00	0.17	8.88	8.00	22.33
94	10-00	0.17	8.88	8.00	22.50
95	10-00	0.17	8.88	8.00	22.67
96	10-00	0.17	8.88	8.00	22.83
97	10-00	0.17	8.88	8.00	23.00
98	10-00	0.17	8.88	8.00	23.17
99	10-00	0.17	8.88	8.00	23.33
100	10-00	0.17	8.88	8.00	23.50

- NOTES:
- BROKEN AIR SPRING-HRV (0.50" ± 0.17 FT) DISPLACEMENT AT CLEARANCE POINT OF CAR EDGE. DISPLACEMENT AT CLEARANCE POINT OF CAR EDGE.
 - TANGENT TRACK CLEARANCE FROM GCR/A STANDARDS.
 - ABSOLUTE MINIMUM PERMITTED CLEARANCE SHALL BE 15'-0" MINIMUM.
 - HEAVY RAIL GROUND CLEARANCE LINE IS BASED UPON TYPICAL RAIL PROFILES. RAIL PROFILES SHALL CONFORM TO THIS DIAGRAM CLEARANCE.

This drawing and data provided by GCR/A

SHEET TSI.4	RTA STANDARD CLEARANCE DIAGRAM BROOKPARK STATION RECONSTRUCTION			BIALOSKY + PARTNERS ARCHITECTS 10000 W. 12th St. Suite 200 Overland Park, MO 66204 314.712.7447 www.bialosky.com	DRAWN: _____ CHECKED: _____ APPROVED: _____ DATE: 11/26/13 JOB NO.: 09-10	REVISIONS: 01/26/13 100% GED REVIEW
	RTA PROJ. NO. 241 BID. NO. C				ENGINEERING & PROJECT MANAGEMENT DIVISION	



Schedule/Finishing/Contingibility:

Phase I: Construction will consist of the tunnel demolition, tracks, and repairs; the construction of the East Bus Station, and canopy, as well as the bus loop and East Parking lot area. During Phase I & II, there will be no access to the main platform from the east side of the station until construction is complete. The existing ADA ramps to the west station building shall remain in place and functional throughout the duration of Phases I & II until the completion of the new elevator. For customers who park in the East Parking lot, it will be necessary to provide shuttle service to and from the east side to the west side so that they may board the train.

Phase II: Work will start after the mechanical and tunnel demolition and run concurrently with Phase I. Phase II will consist of the reconstruction of the station structure on the east side of the station. This also includes signal work, the relocation of the Caltrans structure on the east side of the station, and the construction of the new elevator. The construction of the elevator shaft will be in order for access to perform the new elevator pit, electrical pit, and signal pit. The construction of the wooden locomotive for ground level will also need to be demolished. After the locomotive, signal demolition, and clearing is completed, RPA may want to consider providing a temporary hallway to allow customer an additional way of accessing the existing west station building. This would provide customer with the option of using the existing 6'-4" wide ADA ramp or a new 10' stair leads up to the remaining portion of the 3'-4" sidewalk. When the new elevator installation is complete, there will be sufficient ADA access via the east side of the station. Construction can then begin for Phase III.

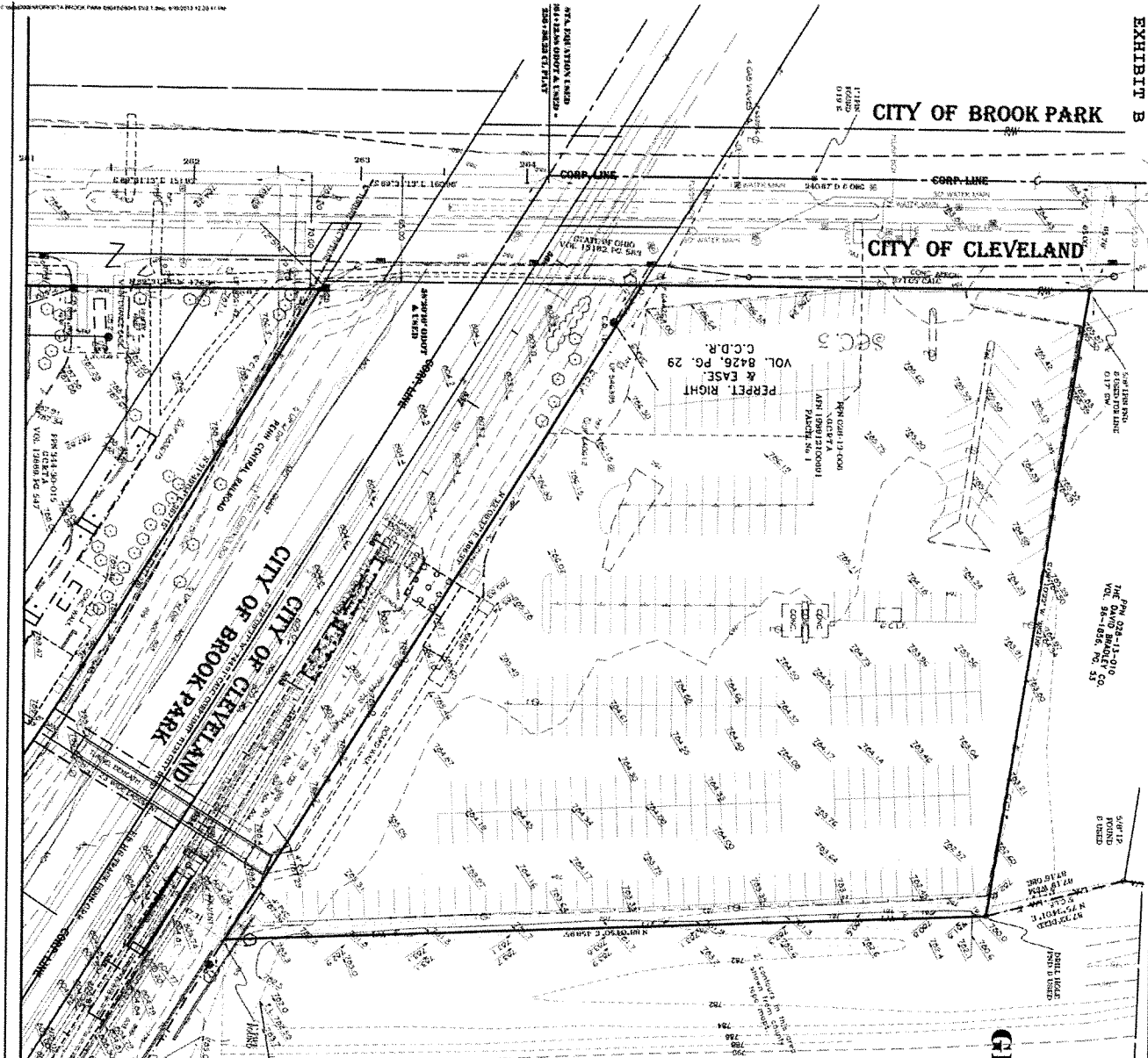
In order to complete the project within a timely manner, we are suggesting that the Phase II work be done in two shifts, working 16-hour days. The contractor's schedule reflects this expanded work shift.

Phase III: Phase I & II are complete, access to the high will be provided to the east side of the station. Phase III will consist of the demolition of the west station building, the locomotive, and existing platform, and the construction of the new west entry building and west parking lot. The area will be the final portion of construction.

Critical Path: The critical portion of this project is the completion of the site prior to the reconstruction on the west side of the station. It will be important to complete the work on the east side as soon as possible to create ADA access to the rapid of the location. During construction of Phases I & II, there will be no access to the west side of the station. The contractor should be required to transport passengers to and from the east station to the west station to use the rapid for stated above.

1" = 50'-0"
OVERALL PHASING PLAN

SHEET PH. 1	RPA NO. 24J PAC	BID C	OVERALL PHASING PLAN	SECTIONS SHEET ON WHICH DETAIL IS CUT	SHEET ON WHICH DETAIL APPEARS SECTION OR DETAIL NO.	<p>GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY</p>	<p>BIALOSKY + PARTNERS ARCHITECTS</p> <p>2115 E. Avenue Road Cleveland, Ohio 44115 Tel: 216.262.8200 Fax: 216.262.8201 www.bialosky.com</p>	<p>ENGINEERING & PROJECT MANAGEMENT DIVISION</p>	DRAWN: _____ CHECKED: _____ APPROVED: _____ DATE: 11/26/13 JOB NO.: 09-10	REVISIONS: 11/26/13 100% CDD REVIEW



**TOPOGRAPHIC SURVEY
FOR
GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

SITUATED IN THE CITIES OF CLEVELAND AND BROOK PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL ROCKPORT SECTION NO. 3.



- LEGEND**
- 1. (S) EXISTING, VERTICAL
 - 2. (S) EXISTING, HORIZONTAL
 - 3. (S) EXISTING, CURVED
 - 4. (S) EXISTING, CURVED
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- UTILITIES**
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- NOTES:**
1. UTILITIES ARE SHOWN FROM RECORD AND TO BE VERIFIED BY CONTRACTOR TO CALL O.U.P.S. PRIOR TO DIGGING.
 2. SEE SHEET SV-411 FOR SIMILAR INVENTS.

L.V. Surveying Inc.
 No. 7513
 State of Ohio

R1A
 PROJ. NO. 241
 SHEET C1
 SV2.1

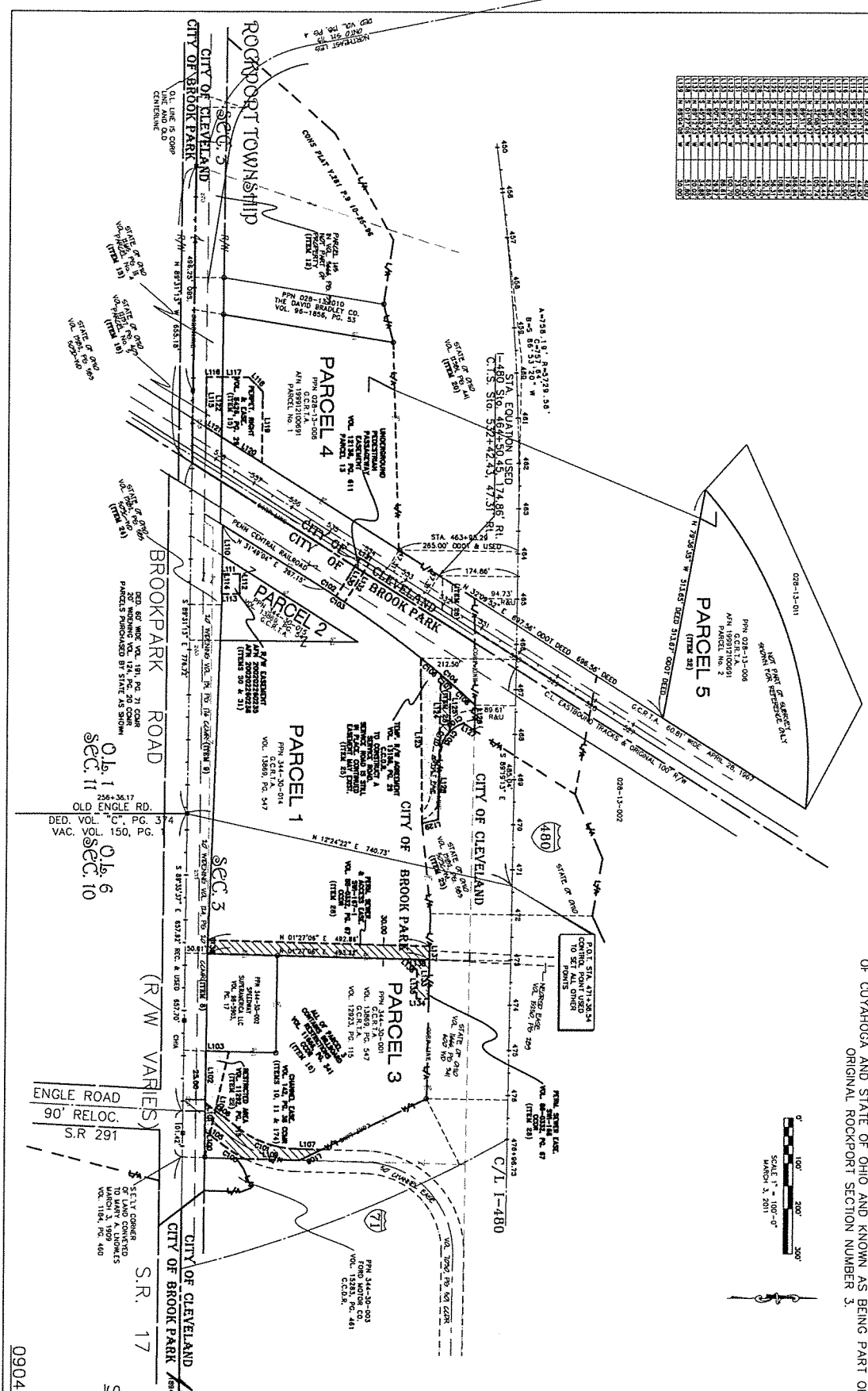
EXISTING CONDITIONS
BROOK PARK STATION RECONSTRUCTION

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

ENGINEERING & PROJECT MANAGEMENT DIVISION

DATE	11/2009
BY	
DATE	09-10-20

NO.	DESCRIPTION	DATE	BY
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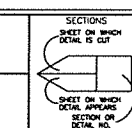
ALTA/ACSM LAND TITLE SURVEY
 FOR
 GREATER CLEVELAND REGIONAL
 TRANSIT AUTHORITY
 SITUATED IN THE CITIES OF CLEVELAND AND BROOK PARK, COUNTY
 OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF
 ORIGINAL ROCKPORT SECTION NUMBER 3.

09045



SHEET 2 OF

ALTA/ACSM LAND TITLE SURVEY - EASEMENTS
 BROOK PARK STATION RECONSTRUCTION



RTA
 GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

ENGINEERING & PROJECT MANAGEMENT DIVISION

DATE: _____
 CHECKED: _____
 APPROVED: _____
 JOB NO.: _____

REVISIONS:
 1. 2/18/2011 ADDED PASSAGE EASE.

PROJECT NOTES EXHIBIT B

1. THE CONTRACTOR AND CONSTRUCTION STANDARDS OF THE CITY OF CLEVELAND AND ALL OTHER AGENCIES SHALL BE STRICTLY ENFORCED. THE REGULATION AND CONSTRUCTION STANDARDS OF THE WEST LOT SHALL OTHERWISE NOTED. THE REGULATION AND CONSTRUCTION STANDARDS OF THE CITY OF BROOK PARK AND ALL OTHER APPLICABLE CODES AND STANDARDS SHALL GOVERN ALL CONSTRUCTION ITEMS FOR THE WORK IN THE EAST LOT EXCEPT OTHERWISE NOTED.

2. THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) CONSTRUCTION AND MATERIAL SPECIFICATIONS, 2013 EDITION INCLUDING ALL SUPPLEMENTALS HERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS DETAILS AND NOTES UNLESS OTHERWISE NOTED.

3. THE CONTRACTOR SHALL OBTAIN A CITY STREET OPENING PERMIT BEFORE BEGINNING WORK WITHIN THE RIGHT-OF-WAY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRELS, FLAGMEN, AND SIGNAGE AS REQUIRED BY THE CITY WHERE THE WORK IS LOCATED. COST FOR THIS WORK SHALL BE INCLUDED IN THE BID.

4. THE CONTRACTOR SHALL OBTAIN A CITY STREET OPENING PERMIT BEFORE BEGINNING WORK WITHIN THE RIGHT-OF-WAY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRELS, FLAGMEN, AND SIGNAGE AS REQUIRED BY THE CITY WHERE THE WORK IS LOCATED. COST FOR THIS WORK SHALL BE INCLUDED IN THE BID.

UTILITIES

UNDERGROUND UTILITIES LOCATIONS WERE IDENTIFIED THROUGH THE BEST AVAILABLE RECORDS. LOCATIONS MAY VARY FROM THE PLAN. ALSO, ADDITIONAL UTILITIES MAY BE PRESENT. CAUTION SHALL BE EXERCISED IN LOCATING AND PROTECTING UTILITIES. PRE-MOBILIZATION TEST PITS ARE REQUIRED TO LOCATE EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL NOT BEGIN WORK UNLESS LOCATIONS OF UTILITIES AND STRUCTURES OF THE EXISTING UTILITIES AND EXISTING STRUCTURES ARE CONFIRMED.

THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION, LOCATION, SUPPORT, PROTECTION, REPAIR, AND REMOVAL OF ALL EXISTING UTILITIES. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE COORDINATION OF ANY NECESSARY UTILITY RELOCATIONS WITH THE UTILITY OWNER, WHETHER THEY ARE SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE PROTECTION OF UTILITIES, ABSOLUTELY NECESSARY FOR THE CONSTRUCTION OF THE PROJECT, OR WHERE SPECIFIED ON THE PLANS.

THE CONTRACTOR SHALL CALL THE OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 8-1-1 OR 800-342-2294, AND THE GAS PRODUCERS UNDERGROUND PROTECTION SERVICE (GUPPS) AT 800-342-2294, PRIOR TO STARTING ANY EXCAVATION. ALL PUBLIC UTILITIES ARE MEMBERS OF THESE ORGANIZATIONS. THESE ORGANIZATIONS SHALL BE CONTACTED DIRECTLY AT LEAST 48 HOURS BUT NO MORE THAN 10 WORKING DAYS (EXCLUDING WEEKENDS AND LEGAL HOLIDAYS) PRIOR TO STARTING ANY EXCAVATION.

THE FOLLOWING UTILITIES MAY BE LOCATED AT THE PROJECT SITE:

- | | |
|--|--|
| ELECTRIC | GAS |
| THE UTILIZING COMPANY | DOMINION EAST OHIO |
| 6100 WEST CANAL ROAD | 320 SPRINGSIDE DRIVE, SUITE 320 |
| MARYLAND, OH 44111 | MARYLAND, OH 44133 |
| FRANK DBBS | 330-664-2409 (OFFICE) |
| 216-530-9143 (CELL) | |
| TELEPHONE | TRANSMISSION SERVICE |
| AT&T | 4421 BRIDGETT ROAD |
| 13630 LEBLANC AVENUE, 3RD FLOOR | CLEVELAND, OH 44109 |
| CLEVELAND, OH 44111 | 216-912-9120 (OFFICE) |
| 216-476-6142 (OFFICE) | 216-978-1997 (CELL) |
| 216-534-5816 (CELL) | 104 CORN |
| | 216-271-8275 (CELL) |
| | 216-576-5104 (CELL) |
| CABLE TELEVISION | WATER |
| 8150 BOW CIRCLE | 105 BLAZE INDUSTRIAL PARKWAY |
| SHILOH, OH 44136 | CLEVELAND, OH 44117 |
| 216-854-0712 (CELL) | 216-854-0712 (CELL) |
| | 440-915-8254 (EMERGENCY) |
| FIBER OPTIC CABLES | CENTRALINK (GENERALLY FIRST COMMUNICATIONS) |
| 120 SAVINE STREET | 1801 CALIFORNIA STREET, FLOOR 25 |
| AKRON, OH 44303 | DEMETER, CO 80232-2858 |
| 330-753-8687 (OFFICE) | 303-795-1400 (OFFICE) |
| OHIO COMMUNITY WATER SERVICE | WINDSTREAM COMMUNICATIONS |
| 216-534-5816 (OFFICE) | 216-534-5816 (OFFICE) |
| WATER LINES | WATER POLLUTION CONTROL |
| DIVISION OF WATER | 12002 KERRY AVENUE |
| 1201 LAKESIDE AVENUE, 8TH FLOOR | CLEVELAND, OH 44115 |
| CLEVELAND, OH 44114 | 216-664-2513 (OFFICE) |
| 216-664-2444 (OFFICE) | |
| STORM SEWERS, SANITARY SEWERS AND FIBER OPTIC | |
| 1201 LAKESIDE AVENUE, 8TH FLOOR | |
| CLEVELAND, OH 44114 | |
| 216-664-2444 (OFFICE) | |
| CITY OF BROOK PARK | |
| 6100 WEST CANAL ROAD | |
| MARYLAND, OH 44125 | |
| 216-443-8266 (OFFICE) | |

DOMINION EAST OHIO (DEO) GAS MAINS

1. PRIOR TO STARTING CONSTRUCTION ON THE PROJECT, THE CONTRACTOR SHALL CONTACT DOMINION EAST OHIO AT 330-644-2409 AND NOTIFY THEM OF THE CONSTRUCTION SCHEDULE.

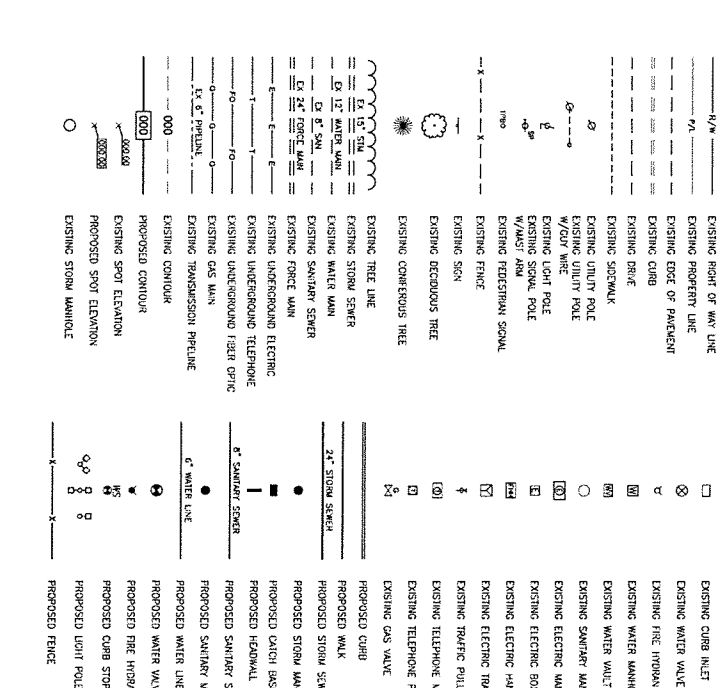
2. ONE FOOT MINIMUM VERTICAL AND HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN DEO'S EXISTING PRELINES AND ALL OTHER IMPROVEMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE CLEARANCE AND SUBMIT SUPPORT OF DEO'S PRELINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE FACILITY OF APPLICABLE, HORIZONTAL AND VERTICAL CLEARANCE. THE CONTRACTOR SHALL MAINTAIN THE FACILITY OF APPLICABLE, HORIZONTAL AND VERTICAL CLEARANCE. THE CONTRACTOR SHALL MAINTAIN THE FACILITY OF APPLICABLE, HORIZONTAL AND VERTICAL CLEARANCE. THE CONTRACTOR SHALL MAINTAIN THE FACILITY OF APPLICABLE, HORIZONTAL AND VERTICAL CLEARANCE.

3. DEO'S FACILITIES WILL BE LOCATED BY CALLING THE OHIO UTILITIES PROTECTION SERVICE (OUPS).

4. DEO'S PRELINES ARE APPROXIMATELY 38 INCH DEEP. AT CONCERNED POINTS WHERE THE CONTRACTOR MAY EXCAVATE, THE PRELINES BY HAND DIGGING AND TEMPORARILY EXPOSING THE PRELINES IN LEU OF HAND DIGGING. THE CONTRACTOR MAY USE NON-DESTRUCTIVE PRELINES LOCATION METHODS, AS PERMITTED BY COMPANIES SUCH AS SON-DEEP (330-794-4493) OR THE (330-488-9222).

5. THE LOCATIONS OF DEO FACILITIES WITHIN THE PROJECT AREA ARE BASED ON THE RECORDS OF THE ORIGINAL INSTALLATION AND ARE THE PROPERTY OF DEO. THE CONTRACTOR SHALL BE RESPONSIBLE TO WHO AGREES TO PROVIDE DETAIL AND HOLD DEO, ITS OWNERS, OFFICERS, ATTORNEYS AND SUBSIDIARIES FROM LIABILITY FOR ANY DAMAGE TO THE FACILITY OF APPLICABLE, HORIZONTAL AND VERTICAL CLEARANCE. THE CONTRACTOR SHALL BE RESPONSIBLE TO WHO AGREES TO PROVIDE DETAIL AND HOLD DEO, ITS OWNERS, OFFICERS, ATTORNEYS AND SUBSIDIARIES FROM LIABILITY FOR ANY DAMAGE TO THE FACILITY OF APPLICABLE, HORIZONTAL AND VERTICAL CLEARANCE.

LEGEND



SHEET INDEX

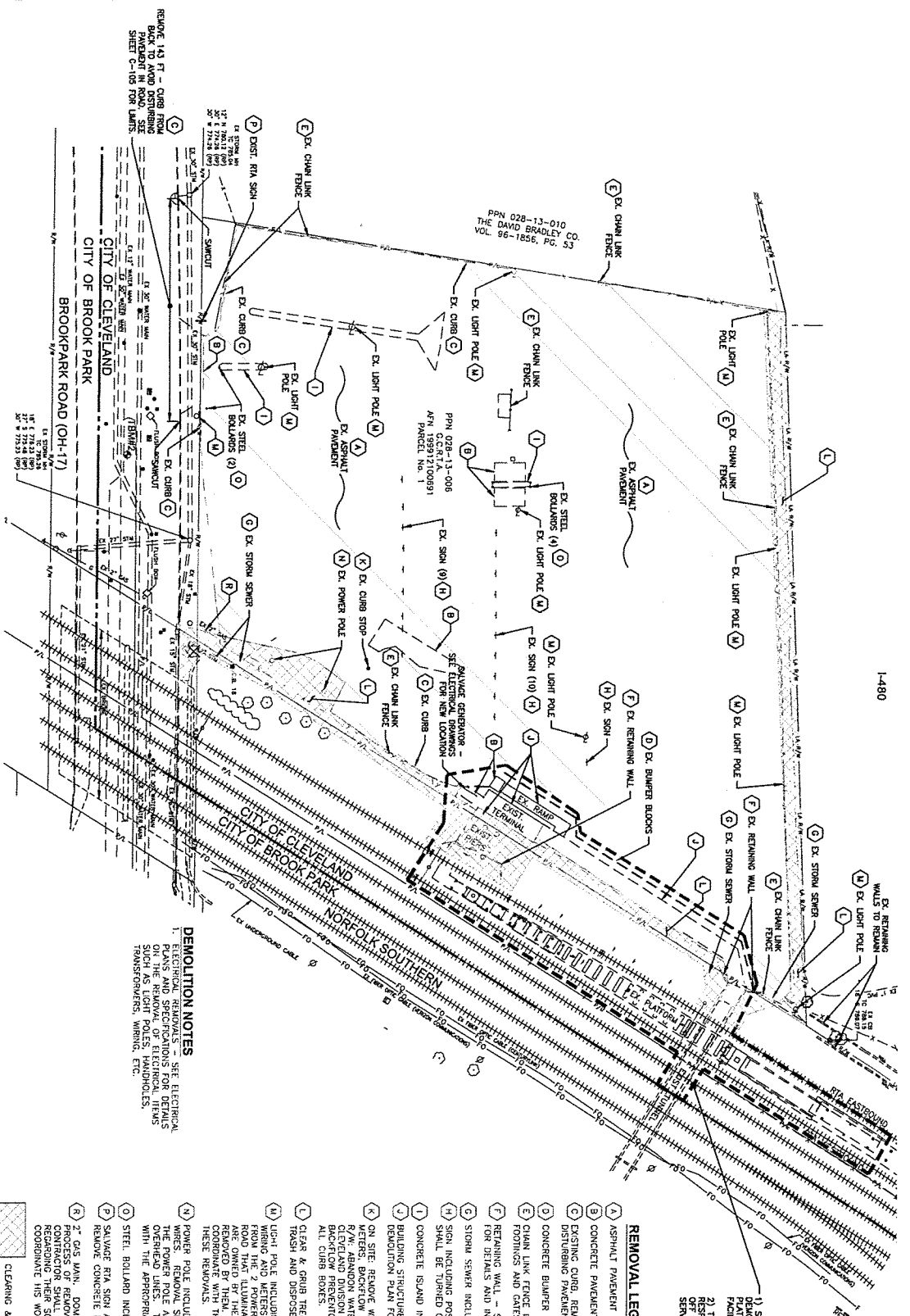
C101	GENERAL NOTES
C102	WEST - EXISTING SITE PLAN
C103	WEST - OVERALL GRADING PLAN
C104	WEST - DETAIL GRADING PLAN
C105	WEST - CONCRETE JOINT LAYOUT PLAN
C106	WEST - OVERALL GRADING PLAN
C107	WEST - DETAIL GRADING PLAN
C108	WEST - OVERALL GRADING PLAN
C109	WEST - CONCRETE JOINT LAYOUT PLAN
C110	WEST - OVERALL GRADING PLAN
C111	WEST - DETAIL GRADING PLAN
C112	WEST - CONCRETE JOINT LAYOUT PLAN
C113	WEST - OVERALL GRADING PLAN
C114	WEST - DETAIL GRADING PLAN
C115	WEST - CONCRETE JOINT LAYOUT PLAN
C116	WEST - OVERALL GRADING PLAN
C117	WEST - DETAIL GRADING PLAN
C118	WEST - CONCRETE JOINT LAYOUT PLAN
C119	WEST - OVERALL GRADING PLAN
C120	EAST - SITE UTILITY PLAN
C121	EAST - OVERALL GRADING PLAN
C122	EAST - DETAIL GRADING PLAN
C123	EAST - CONCRETE JOINT LAYOUT PLAN
C124	EAST - OVERALL GRADING PLAN
C125	EAST - DETAIL GRADING PLAN
C126	EAST - CONCRETE JOINT LAYOUT PLAN
C127	EAST - OVERALL GRADING PLAN
C128	EAST - DETAIL GRADING PLAN
C129	EAST - CONCRETE JOINT LAYOUT PLAN
C130	EAST - OVERALL GRADING PLAN
C131	EAST - DETAIL GRADING PLAN
C132	EAST - CONCRETE JOINT LAYOUT PLAN
C133	EAST - OVERALL GRADING PLAN
C134	EAST - DETAIL GRADING PLAN
C135	EAST - CONCRETE JOINT LAYOUT PLAN
C136	EAST - OVERALL GRADING PLAN
C137	EAST - DETAIL GRADING PLAN
C138	EAST - CONCRETE JOINT LAYOUT PLAN

OHIO
Utilities Protection Service
8-1-1 OR 1-800-362-2784
www.ohioups.com

OH & GAS BRANCHES
UNDERGROUND INSPECTION SERVICE
1-800-925-0988
www.ohioups.com

CALL AT LEAST 48 HOURS BUT NO MORE THAN 10 WORKING DAYS (EXCLUDING WEEKENDS AND LEGAL HOLIDAYS) PRIOR TO STARTING ANY EXCAVATION. NON-UTILITY OWNERS MUST BE CALLED DIRECTLY.



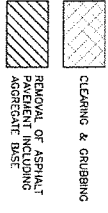


DEMOLITION NOTES
 1) ELECTRICAL REPAIRS, PLANS AND SPECIFICATIONS FOR DETAILS ON THE REMOVAL OF ELECTRICAL ITEMS SUCH AS PIPES, WIRING, PANELS, TRANSFORMERS, MINORS, ETC.

1) SEE ARCHITECTURAL DEMOLITION PLAN FOR DETAIL OF REMOVAL OF ARCHITECTURAL ELEMENTS, SIGNAGE, AND OTHER FEATURES WITHIN THE OUTLINED AREA.
 2) THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES FOR TURNING OFF AND REMOVING THE UTILITIES THAT SERVICE THE BUILDINGS.

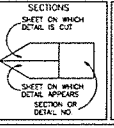
REMOVAL LEGEND

- (A) ASPHALT PAVEMENT INCLUDING AGGREGATE BASE
- (B) CONCRETE PAVEMENT INCLUDING AGGREGATE BASE
- (C) EXISTING CURB, REMOVE FROM BACK TO AVOID DISTURBING PAVEMENT IN ROAD.
- (D) CONCRETE BLOCKS INCLUDING ANCHORING PINS, FOOTINGS AND SALES
- (E) CHAIN LINK FENCE INCLUDING POSTS, CONCRETE FOOTINGS AND SALES
- (F) REMAINING WALL - SEE ARCHITECTURAL DEMOLITION PLAN FOR DETAILS AND INSTRUCTIONS
- (G) STORM SEWER INCLUDING ANY STRUCTURES
- (H) SIGN INCLUDING POST AND CONCRETE FOOTING. SIGNS SHALL BE TURNED OVER TO CTRC.
- (I) CONCRETE ISLAND INCLUDING AGGREGATE BASE
- (J) BUILDING STRUCTURES - SEE ARCHITECTURAL DEMOLITION PLAN FOR DETAILS AND INSTRUCTIONS
- (K) ON SITE, REMOVE WATER SERVICE LINE INCLUDING ANY METERS, BACKFLOW PREVENTORS AND CURB BOXES. R/W, ABANDON WATER SERVICE LINE IN PLACE PER CLEVELAND DIVISION OF WATER. REMOVE ANY METERS, BACKFLOW PREVENTORS AND CURB BOXES. TURN OFF ALL CURB BOXES.
- (L) CLEAR & GRUB TREES AND BRUSH. REMOVE ALL TRASH AND DISPOSE OF PROPERLY.
- (M) LIGHT POLE INCLUDING LIGHT FIXTURE, CONCRETE BASE, FINISH AND METERS. REMOVE LIGHT FIXTURES FROM ROAD THAT ILLUMINATE THE SITE. ANY LIGHTS THAT ARE OWNED BY THE ILLUMINATING COMPANY SHALL BE COORDINATED WITH THE ILLUMINATING COMPANY FOR THESE REMOVALS.
- (N) POWER POLE INCLUDING OVERHEAD LINES AND GUY WIRES. REMOVAL SHALL BE DONE BY THE OWNER OF THE POWER POLE AND THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANIES.
- (O) STEEL BOLLARD INCLUDING CONCRETE FOOTING
- (P) REMOVE PAV. STOP AND PALE FOR RELOCATION.
- (Q) REMOVE CONCRETE FISHING.
- (R) 2" GAS MAIN, DOWNHOLE EAST OHIO IS IN THE PROCESS OF SLOWING THIS GAS MAIN. THE CONTRACTOR SHALL COORDINATE WITH THE OHIO COORDINATE HIS WORK WITH THEIR WORK.



WEST - CLEVELAND
 DEMOLITION PLAN
 BROOKPARK STATION RECONSTRUCTION
 WEST PARKING LOT

RTA
 PRO
 PAC
 241
 C1
 SHEET
 C-103



BIALOSKY + PARTNERS
 ARCHITECTS
 1111 W. 12th Street
 Cleveland, Ohio 44115
 (216) 522-6668

RESOURCE INTERNATIONAL INC.
 1111 W. 12th Street
 Cleveland, Ohio 44115
 (216) 522-6668

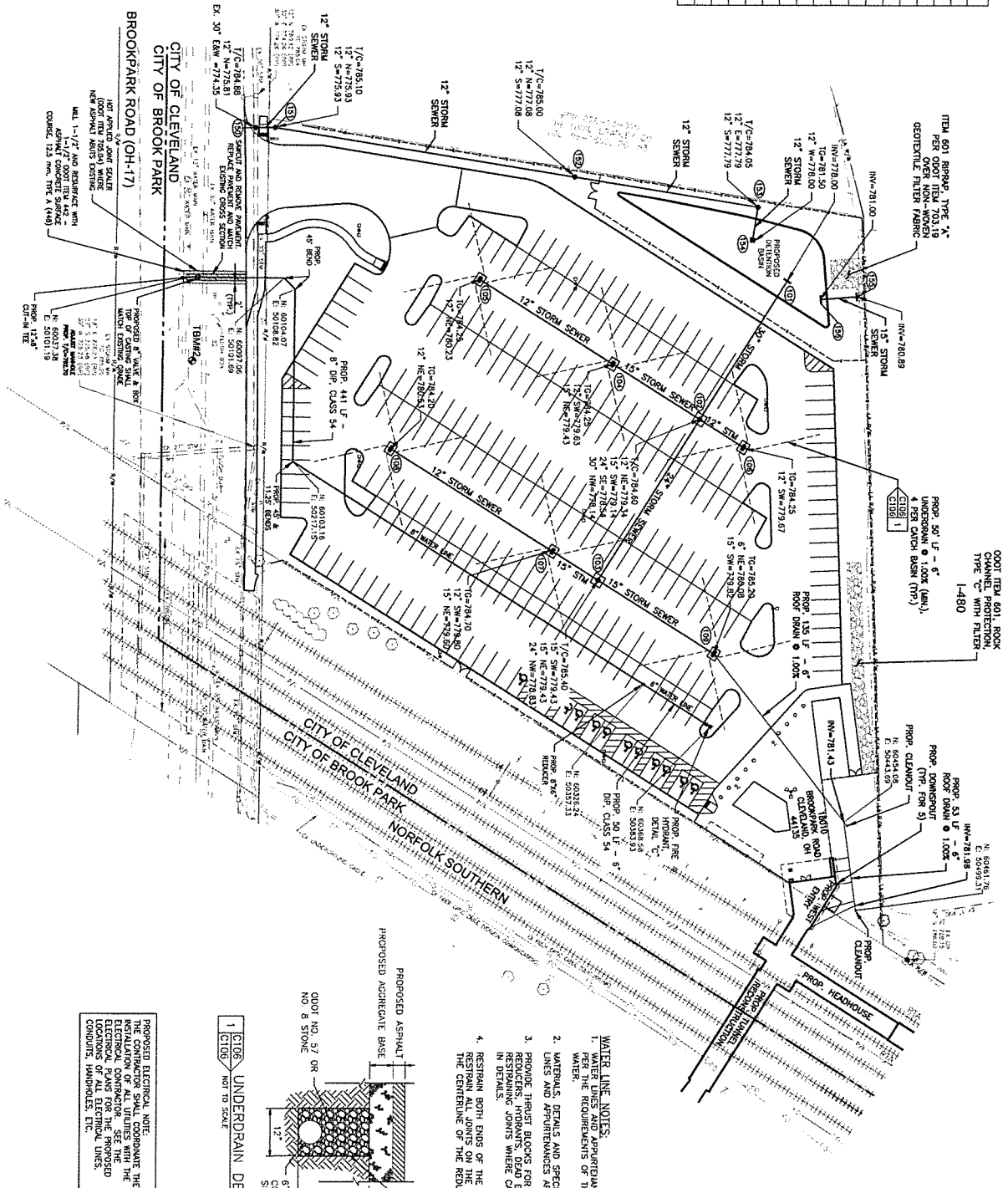
ENGINEERING & PROJECT MANAGEMENT DIVISION

DATE: 07-17-13
 JOB NO: 09-10

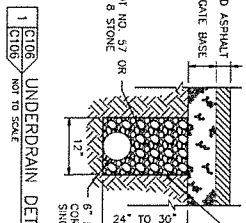
REVISIONS	DATE	BY	APP. BY
01	07/17/13	JAB	JAB
02	07/17/13	JAB	JAB
03	07/17/13	JAB	JAB
04	07/17/13	JAB	JAB
05	07/17/13	JAB	JAB
06	07/17/13	JAB	JAB
07	07/17/13	JAB	JAB
08	07/17/13	JAB	JAB
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18	07/17/13	JAB	JAB
19	07/17/13	JAB	JAB
20	07/17/13	JAB	JAB

EXHIBIT B

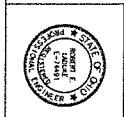
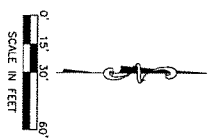
STORM STRUCTURE TABLE	
STRUCTURE	EASTING
NM101	60415.84
NM102	50102.72
NM103	50189.92
NM104	50291.60
NM105	50293.41
NM106	50155.31
NM107	50101.24
NM108	50281.46
NM109	50282.89
NM110	50337.92
NM111	50007.13
NM112	50007.05
NM113	50037.71
NM114	50064.48
NM115	50081.36
NM116	50112.62
NM117	50114.42



PROPOSED ELECTRICAL NOTE:
 THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL UTILITIES WITH THE ELECTRICAL PLANS FOR THE STRENGTH LOCATIONS OF ALL ELECTRICAL LINES, CONDUITS, HANDHOLES, ETC.

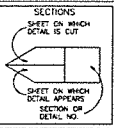


- WATER LINE NOTES:**
1. WATER LINES AND APPURTENANCES SHALL BE INSTALLED WITH THE REQUIREMENTS OF THE CLEVELAND DIVISION OF WATER.
 2. MATERIALS, DETAILS AND SPECIFICATIONS FOR WATER LINES AND APPURTENANCES ARE ON SHEET C-135.
 3. PROVIDE THURST BLOCKS FOR ALL BENDS, TEES, REDUCERS, JOINTS, DEAD ENDS, ETC. PROVIDE RESPIRANT JOINTS WHERE CALLED FOR IN PLANS AND IN DETAILS.
 4. RESPIRANT JOINTS OF THE 8\"/>



SHEET
 C-106

WEST - CLEVELAND SITE
SITE UTILITY PLAN
BROOKPARK STATION RECONSTRUCTION
WEST PARKING LOT



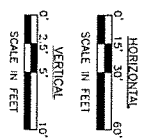
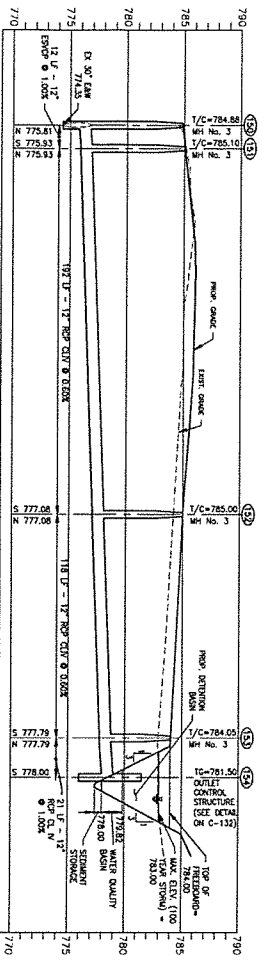
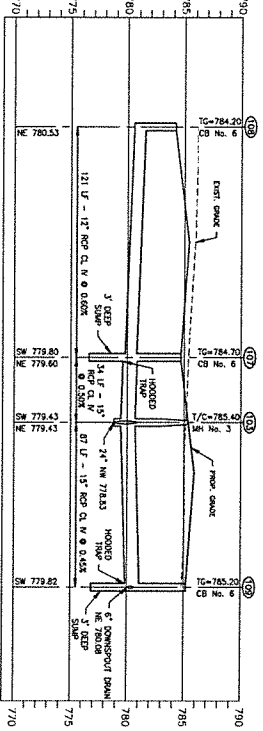
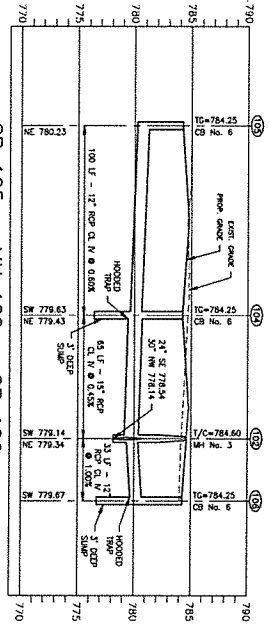
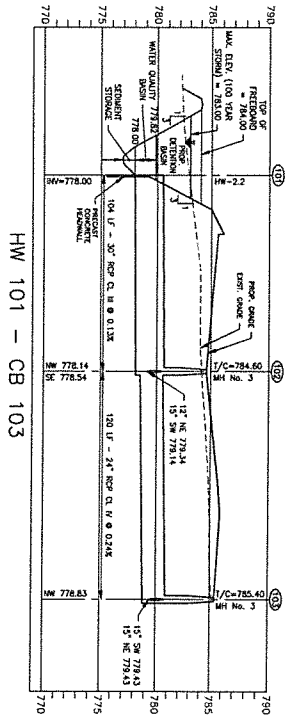
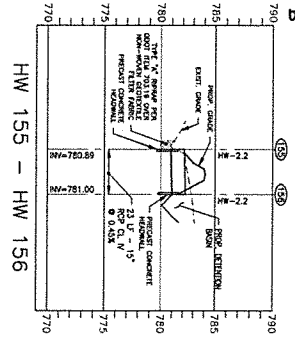
BIALOSKY + PARTNERS
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 2711 S. Linnwood Blvd.
 Cleveland, Ohio 44115
 (216) 762-4400
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ENGINEERING & PROJECT
MANAGEMENT DIVISION

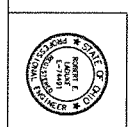
DATE: 07-17-13
 JOB NO.: 09-10

REVISIONS:	
NO. 001	08/20/13
NO. 002	08/20/13
NO. 003	08/20/13
NO. 004	08/20/13
NO. 005	08/20/13
NO. 006	08/20/13
NO. 007	08/20/13
NO. 008	08/20/13
NO. 009	08/20/13
NO. 010	08/20/13

EXHIBIT B



STORM SEWER NOTES:
 1. STORM SEWER SHALL BE INSTALLED AND TESTED PER THE REQUIREMENTS OF THE CITY OF CLEVELAND.
 2. MATERIAL
 2.1. STORM SEWER SHALL BE REINFORCED CONCRETE PIPE (RCP) PER ASTM C76 EXCEPT WHERE NOTED OTHERWISE.
 2.2. WHERE CALLED FOR IN THE PROFILES, STORM SEWER SHALL BE EXTRA STRENGTH WIRREDD CLAY PIPE (ESWP) PER ASTM C700.
 2.3. UNDERDRAIN PINS AND TIES SHALL BE PRO. SIZE 24 PER ASTM A678.
 2.4. UNDERDRAIN PINS AND TIES SHALL BE GALV. STEEL PIPE SHALL PER PERFORMANCES PER ASTM A252 TYPE C.
 3. JOINTS
 3.1. RCP - TYPE A RUBBER GASKET PER ASTM C443.
 3.2. ESWP - FLODOR COMPRESSION JOINTS CONFORMING IN ALL RESPECTS TO ASTM C428.
 3.3. COMBATED JOINT - NO JOINTS. UNDERDRAIN SHALL BE PLACED IN 50' LENGTH.
 4. PROVIDE AT LEAST 10' HORIZONTAL SEPARATION (BARREL TO BARREL) BETWEEN SEWERS AND WATER LINES INCLUDING WATER SERVICE LINES. PROVIDE AT LEAST 18" VERTICAL SEPARATION (BARREL TO BARREL) BETWEEN SEWERS AND WATER LINES INCLUDING WATER SERVICE LINES.
 5. BEDDING FOR STORM SEWER SHALL BE TYPE 2 PER ODOT STANDARD CONSTRUCTION DRAWING DM-1.4 ON SHEET C-133.
 6. BACKFILL FOR STORM SEWER SHALL BE CONDUIT TYPE A & B - CUT PER ODOT STANDARD CONSTRUCTION DRAWING DM-1.4 ON SHEET C-133 EXCEPT WHERE NOTED ON THE PROFILES.
 7. MANHOLE NO. 3 - PRECAST CONCRETE MANHOLE PER ODOT STANDARD CONSTRUCTION DRAWING MH-1.2 ON SHEET C-133.
 8. CATCH BASIN NO. 6 - PRECAST CONCRETE CATCH BASIN PER ODOT STANDARD CONSTRUCTION DRAWING CB-2.3 ON SHEET C-132.
 9. HEADWALL NO. 22 - PRECAST CONCRETE HEADWALL PER ODOT STANDARD CONSTRUCTION DRAWING HW-2.2 ON SHEET C-134.
 10. ALL CONCRETE PIPE AND STORM SEWER STRUCTURES SHALL BE STURDY OR LIME SICH IDENTIFICATION MARKING THAT SAID PIPE AND STRUCTURES HAVE BEEN INSPECTIONED AND MEET ALL SPECIFICATIONS, PIPE AND STRUCTURES WITHOUT PROPER IDENTIFICATION WILL NOT BE PERMITTED FOR INSTALLATION.
 11. HOODED TRAP SHALL BE MADE OF CAST IRON AND SHALL BE ASPHALT COATED. HOODED TRAP SHALL BE A REMOVABLE TYPE AND SHALL BE NEARBY WOOD F-3701 OR APPROVED EQUAL. BOTTOM OF TRAP SHALL BE LOCATED AT 6" BELOW THE INVERT OF THE PIPE IT COVERS.



WEST - CLEVELAND
 STORM SEWER PROFILES
 BROOKPARK STATION RECONSTRUCTION
 WEST PARKING LOT

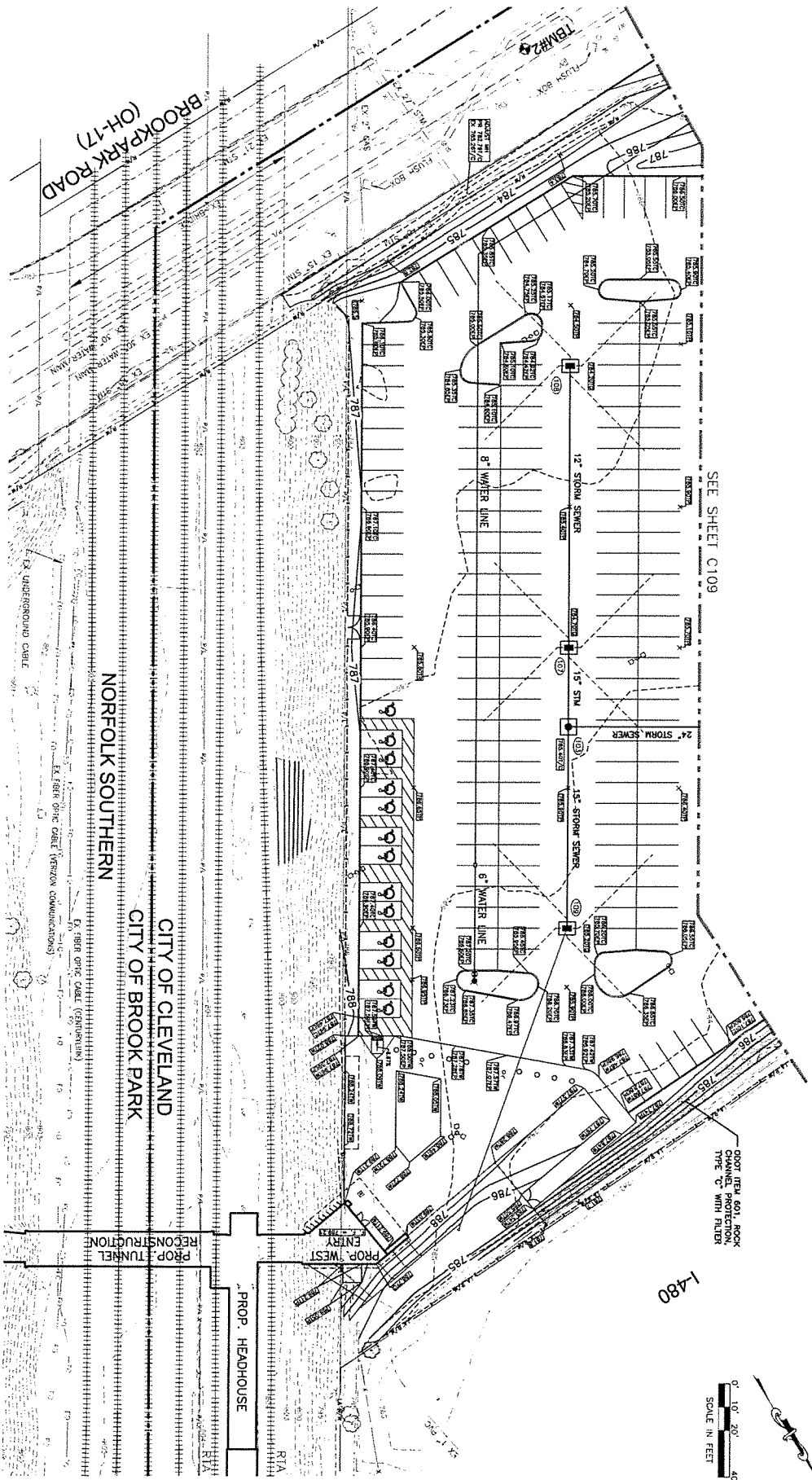
SECTION NO. 10
 SHEET 241 OF 241
 DATE 07-17-13
 JOB NO. 09-10

BLALOSKY + PARTNERS
 ARCHITECTS
 17171 Woodland Ave.
 Cleveland, OH 44122
 (216) 421-1111
 www.blalosky.com

RESPECT INTERNATIONAL INC.
 ENVIRONMENTAL ENGINEERS
 10000 EAST 12TH AVE
 CLEVELAND, OH 44131
 (216) 823-6848
 www.respect.com

DATE: 07-17-13
 JOB NO.: 09-10

REVISIONS:
 00000001 - Initial Design
 00000002 - Add Change Order
 00000003 - Add Change Order
 00000004 - Add Change Order
 00000005 - Add Change Order
 00000006 - Add Change Order



GRADING LEGEND

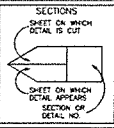
000	EXISTING CONTOUR
000	PROPOSED CONTOUR
000	EXISTING SPOT ELEVATION
000	PROPOSED SPOT ELEVATION
ER	EDGE OF PAVEMENT
FG	FINISHED GRADE
TC	TOP OF CURB
T/C	TOP OF CASTING
TS	TOP OF GRADE
TP	TOP OF PAVEMENT
TM	TOP OF SIDEWALK



SHEET
C-110

RTA PROJ. 24J
BID. PAC. C1

WEST - CLEVELAND
DETAILED GRADING PLAN
BROOKPARK STATION RECONSTRUCTION
WEST PARKING LOT



BIALOSKY + PARTNERS
ARCHITECTS

RESOURCES
INTERNATIONAL INC.
6500 PRESIDENTIAL
CLEVELAND, OHIO 44131
(814) 823-6840

ENGINEERING & PROJECT
MANAGEMENT DIVISION

DRAWN: 07-17-13
CHECKED: 09-10
APPROVED: 07-17-13
DATE: 07-17-13
JOB NO: 09-10

REVISIONS	DATE	BY	DESCRIPTION
000	07-17-13	RS	INITIAL DESIGN
001	07-17-13	RS	REVISED DESIGN
002	07-17-13	RS	REVISED DESIGN
003	07-17-13	RS	REVISED DESIGN
004	07-17-13	RS	REVISED DESIGN
005	07-17-13	RS	REVISED DESIGN
006	07-17-13	RS	REVISED DESIGN
007	07-17-13	RS	REVISED DESIGN
008	07-17-13	RS	REVISED DESIGN
009	07-17-13	RS	REVISED DESIGN
010	07-17-13	RS	REVISED DESIGN



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Projects Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

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

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s 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.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad 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 the Railroad to review.
4. Obtained Railroad’s Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad’s 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's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. 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's rights-of-way is of such a nature that impediment to Railroad's 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 Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal



clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and 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 Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. 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.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. 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.
2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). 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.
3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
7. The front face of shoring located to the closet NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations



1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) 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.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition 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.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging 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) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the 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) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor 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 2.B) 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.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
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.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.
 - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.



- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
 - q. A copy of the borings and Geotechnical information or report.
- I. Track Monitoring
- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. 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. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion

of the work, the temporary facilities shall be removed and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. 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.
2. 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.

L. Cleanup:

1. 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 Railroad Engineer 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:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Sponsor 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.

3. 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.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

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 Sponsor 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 Sponsor, 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 Sponsor or Railroad.

C. Payment:

1. The Sponsor 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 the 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 Sponsor 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 Sponsor. Charges to the Sponsor 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 the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor 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 Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor 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's track. The Contractor or Sponsor 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 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 Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor 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 Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. 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 Railroad'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. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

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

13. GUIDELINES FOR 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 15' 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. Orange construction fencing may be required as directed.
- 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.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

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. a. 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.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies 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 Railroad, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or ACE or Affiliated Company.

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (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; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

c. The named insured shall read:

(As named in the Project Agreement with Project Sponsor)
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: S. W. Dickerson Risk Management

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

e. 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, valuation station, or mile marker on the insurance policy.**

f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. 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

i. 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. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Sponsor 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 Sponsor 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 Sponsor. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR: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 Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**
 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance

EXHIBIT D

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: GCRTA
Project Description: Brookpark Station Reconstruction

Location: Cleveland, Cuyahoga County, Ohio
Project No.: GCRTA Project No. 24J c
Milepost: CD-190.78
File: BR0029221
Date: August 6, 2015

SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	43,572
ITEM C - Accounting	3,006
ITEM D - Flagging Services	216,802
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 263,380

ITEM A - Preliminary Engineering

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

Labor: 0 Hours @ \$60 / hour= 0
Labor Additives: 0
Travel Expenses: 0
Services by Contract Engineer: 0

NET TOTAL - ITEM A \$ -

EXHIBIT D

ITEM B - Construction Engineering

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

Labor:	80 Hours @ \$60 / hour=	4,800
Labor Additives:		3,772
Travel Expenses:		2,000
Services by Contract Engineer:		33,000
	NET TOTAL - ITEM B	\$ 43,572

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	32 Hours @ \$30 / hour=	960
Accounting Additives:		796
	NET TOTAL - ITEM C	\$ 3,006

ITEM D - Flagging Services

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

Labor:	Flagging Foreman	
	180 days @ 375.00 per day=	67,500
	(based on working 0 hours/day)	
Labor Additive:		125,422
Travel Expenses, Meals & Lodging:		
	180 days @ \$100/day=	18,000
Rental Vehicle	6 months @ \$980/month=	5,880
	NET TOTAL - ITEM D	\$ 216,802

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	NET TOTAL - ITEM E	\$ -

EXHIBIT D

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
	<hr/>
NET TOTAL - ITEM F	\$ -

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
		<hr/>
NET TOTAL - ITEM G		\$ -

ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. 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 (including insurance) is 78.59%. 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 (08/06/2015). 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.