



## INTRA-DEPARTMENTAL MEMORANDUM

To: Mr. Don Silies

From: Darrell Hayes

Date: June 6, 2016

Subject: (NFO) BR8D-968-233,N501 Project Showing

Ref: Project: (NFO) BR8D-968-289,N501  
Order No.: K10  
Contract ID No.: C0000108011N01  
UPC: 108011  
Description: Bridge Repair (Shotcrete with Cathodic Protection)  
Location: Staunton Districtwide

Required Attendance: Yes \_ No X

On this date the captioned project was shown to potential bidders at the VDOT Staunton District Auditorium in accordance with the guidelines of IIM-CD-2013-05.01. Attached are the minutes and the attendance sheet indicating the interested parties present.

The following information was discussed:

1. Bids must be received by 10:00 A.M., Wednesday, June 22, 2016.
2. The purpose of the project and project limits were discussed with the contractors. The purpose of the project is to extend the service life of the bridges and to prevent a need for major rehabilitation in the future. This will be accomplished by repairing/replacing delaminated and deteriorated areas of concrete with shotcrete. As a preventive maintenance measure, a cathodic protection system will be installed in the repaired areas prior to placement of the shotcrete. Scope of work shall include, but not be limited to the preparation and placement of shotcrete, installation of embedded galvanic anodes and debris removal and disposal. Work will be performed on bridges located on all types of highway systems over the length of the contract. This is a district-wide contract covering all eleven counties in Staunton District.
3. Staunton District Bridge Section will administer the contract.
4. This contract is for one year with two one-year extensions allowed if contractual conditions are met. The fixed end date is July 31, 2017.
5. This contract is for one term with additional terms allowed if contractual conditions are met. These terms are defined by either one year or the maximum contract dollar amount. Whichever of these conditions that is met first defines the end of the term. This requirement can be found on page 123 of the bid proposal.
6. This is a federally funded project. The predetermined minimum wage rates will apply as identified in the bid proposal.

7. This contract does not have a DBE requirement. The “as published” Bid Proposal had a DBE requirement listed as 8%. However, this was changed to 0%.
8. The Project is to be constructed in accordance with the 2007 Road and Bridge Specifications, 2008 Road and Bridge Standards, the 2015 Work Area Protection Manual, the Special Provisions, Copied Notes, General Notes and sketches contained within the contract assembly.
9. The requirements for the embedded galvanic anode units are on page 115 of the Bid Proposal. As noted, the Engineer will identify repairs that are to receive the embedded galvanic anode units. Any encapsulating mortar required in the installation of the anodes shall be incidental to the bid item “Embedded Galvanic Anodes.”
10. All work is to be performed within the existing Right-of-Way. The contractor may negotiate permission to access bridges from adjacent property owners at no cost to VDOT.
11. Only one Site Mobilization will be paid per site to perform all work initially identified. Twin bridges on divided highways shall be considered together as one site. If all identified work has been completed and the contractor has moved out from this structure or the twin structure, then another site mobilization shall be paid to remobilize to do additional work.
12. The contractor shall be responsible for obtaining all disposal locations off of VDOT right-of- way. All trash generated by the contractor shall be removed promptly from each bridge site.
13. Informal Partnering will be performed on this Project and related costs shall be included in other items as outlined in the Special Provision for Partnering on pages 90 and 91 of the Bid Proposal.
14. A fourteen foot minimum traffic lane shall be open to traffic at all times on interstate: on primary and secondary systems a 10' minimum lane shall be open to traffic at all times, unless otherwise directed by the Engineer.
15. No in-stream work is scheduled on the contract at this time; no environmental permits are required for the work identified. All current environmental procedures shall be followed. It has been determined that the entire Staunton District is potential habitat for endangered species of bats. The Special Provision for Protection of Bat Species can be found on pages 121 and 122 of the bid proposal. The time of year restriction for protection of bat species is between April 15<sup>th</sup> and September 15<sup>th</sup>. The contractor will be required to conduct a site inspection and visually examine structures for evidence of bat usage and complete a Bat Inventory Form (Including digital photos) as described on page 121 of the bid proposal.
16. General Notes are shown on page 137 of the Bid Proposal.
17. Quantities Scheduled are shown beginning on page 128 of the Bid Proposal. All quantities are estimates for bidding purposes only. Contractors are encouraged to put their money on each item as appropriate.
18. This contract is not limited to just the structures identified in the Bid Proposal. As conditions require, other structures may be added after award of the contract. Due to conditions encountered, it is possible that work may not be performed on all listed structures.
19. There are seven bridges on the current schedule located over Norfolk Southern and CSX railroads. The Limitation of Operations Near Railroad Right-of-Way can be found on page 4 of the Bid Proposal. We have a right of entry in place for each of these locations. The contractor will be expected to meet all requirements put in place by the railroad.
20. Contractors are advised that the sequence of repairs and restrictions noted on pages 141 – 146 must be adhered to during completion of the work.

21. The Bid Items Concrete Sealant, EP-3 and Concrete Waterproofing (water-based) includes the use of manlifts, snoopers or other equipment necessary to access bridge substructures. The prime or base coat (EP-3B) shall be light gray in color and the finish or top coat (EP-3T) shall be dark gray in color. The Concrete Waterproofing (water-based) shall be from the Departments Approved Materials List, No. 30 and subject to approval by the Engineer. Surface preparation shall be in accordance with the manufacturer's specifications and guidelines.
22. Allowable work hours are shown on page 147 of the Bid Proposal.
23. Working conditions and requirements for migratory birds and bats are shown on page 117 of the Bid Proposal.

The following questions/issues were asked/raised and satisfactorily answered:

- 1) A discussion was held regarding the Railroad agreements for both CSX and Norfolk Southern. It was determined that these agreements will be placed on the CABB system.
- 2) Question: When is the last date to post questions? Answer: 6/17/2016

There were no questions asked during the question and answer period of the showing.

Attendees were notified that a copy of the minutes will be sent to them within five days.

Attendees were also notified that all future questions are to be asked and responded to using the CABB system on the Construction and Maintenance website.

There were no further comments and the showing was concluded at 10:45 AM.

Darrell Hayes, PE  
District Bridge Maintenance Engineer

cc: Mr. Randy Kiser, PE  
Mr. Lindsay Walker  
Mr. Todd Stevens, PE  
Mr. Rex Pearce, PE  
Ms. Heather Hull  
Mr. Josh Hall, PE  
Mr. Durwood Morris  
Attendees

**INSURANCE Requirements Norfolk and Southern:**

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
  2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Railroad, Inc.

**NOTE: Railroad does not accept from insurers Chartis (AIG or Affiliated Railroad including Lexington Insurance Railroad), Hudson Group or ACE.**

- 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.

- c. The named insured shall read:

Norfolk Southern Railway Company  
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. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Sponsor’s Prime Contractor to the Sponsor at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Sponsor’s 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 Sponsor 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.
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 evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. 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.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.

- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

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

17. PROJECT

INFORMATION

- A. Date:
- B. NS File No.:
- C. NS Milepost:
- D. Sponsor's Project No.: \_\_\_\_\_

NORFOLK SOUTHERN  
CONSTRUCTION RIGHT OF ENTRY AGREEMENT

WHEREAS, \_\_\_\_\_ (“Principal”) has requested that Norfolk Southern Railway Company (“Company”) permit Principal to be on or about Company’s premises and/or facilities at or in the vicinity of \_\_\_\_\_ (the “Premises”) for the sole purpose of \_\_\_\_\_, on behalf of \_\_\_\_\_ (the “Project Sponsor”) during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the “Right of Entry”).

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively “Licensees”). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, “Designated Property”).

Principal agrees:

- (i) that Licensees’ access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company’s direction when upon the Premises, and (b) be subject to Company’s removal from the Premises, in Company’s sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company’s desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company’s facilities and in accordance with Company’s “Special Provisions for Protection of Railway Interest”, attached and incorporated herein.
- (iv) to give Company’s officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company’s “Special Provisions for Protection of Railway Interest”;
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney’s fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the “Licensee Property”), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of



whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the exiting construction agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

\_\_\_\_\_  
Name of Principal

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

S107100-0708

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR  
SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS

January 14, 2008

Rte. Various Project BR8D-968-298 UPC 108011

SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS of the Specifications is amended as follows:

Section 107.19—Railway - Highway Provision is amended to include the following:

The Contractor shall notify the Division Engineer of  
the Norfolk Southern Railway Company,  
Roanoke VA 24042  
(City or Town) (State) (Zip)

540-524-4274 at least 72 hours before starting any work on or over the Railway  
(Telephone No.) (No.)  
right-of-way. A vertical clearance above the highest rail of at least 22 feet  
and a horizontal clearance from the centerline of the track of at least 15 feet  
shall be maintained, unless otherwise authorized by the Railway Company. The approximate  
number and type of trains per day per track is a follows:

Track	<u>Various Trains</u>	@	<u>50mph</u>	Track	<u>    </u>	<u>    </u>	<u>    </u>
Track	<u>Depending on location</u>	<u>    </u>	<u>    </u>	Track	<u>    </u>	<u>    </u>	<u>    </u>
Track	<u>    </u>	<u>    </u>	<u>    </u>	Track	<u>    </u>	<u>    </u>	<u>    </u>

Upon starting work a slow order of N/A will be in effect.

The following Railway utilities are known to be on the Railway's right of way:  
Communication and Signals Facilities - Unknown

The Contractor shall promptly notify the Railway's duly authorized representative as noted above  
of any loss, damage, injury or death arising out of or in connection with the project work  
performed on or over the Railway right-of-way.

Section 107.19(a)—Flagger or Watchperson Services is amended to include the following:

The Contractor shall coordinate all construction operations on or over railway right-of-way with  
the Railway Company and make all arrangements for necessary flagger and watchperson  
service. Any flaggers or watchpersons required by the Railway Company for the safety of railway  
operations, because of work being performed by the Contractor or incidental thereto, will be  
provided by the Railway Company. No work shall be undertaken on or over the Railway right-of-  
way until the watchpersons or flaggers are present at the project site.

Flagger or watchperson service will be required whenever work is accomplished within 18  
feet of the railroad's track or whenever any machinery or heavy equipment encroaches  
within 25 feet of the track. Also, flagger or watchperson service will be required  
whenever construction activities endanger the railroad signal and communication facilities. The  
jacking or boring of pipes or utility lines under the track will also require flagger service.

Contractor shall provide flaggers with a heated shelter and suitable sanitation facility.

To procure or terminate flagger or watchperson services, the Contractor shall notify in writing,

Name Ron Patton  
Title Division Engineer  
Address 110 Franklin Road, S.E. Box 48  
Roanoke, VA 24042  
Telephone No. 540-524-4274

On projects that will require these services for longer than a 30 day duration, it will require the posting of the position in accordance with union regulations. Consequently, it will require 30 days before a flagger can be assigned to the project. To terminate the service, it is necessary to allow 1 weeks from the receipt of such notification.

For flagger or watchperson services of less than 30 days duration, you must provide a 5 day advance notification. For termination of this service, allow 5 days from the receipt of the notification.

The Department has estimated that various hours of flagging service will be required for this project. If the Department is required to reimburse the Railway Company for cost of flagging service in excess of the cost associated with the established hours, the amount of excess will be deducted from monies due the Contractor.

**Sections 107.19 (c) 1. and 107.19 (c) 2.** are replaced by the following:

**Contractor's public liability and property damage insurance:** With respect to operations performed by the contractor, this insurance shall provide coverage with a combined single limit of not less than 2,000,000 each occurrence for bodily injury and/or property damage liability. This insurance shall include explosion, collapse, and underground hazard coverage. If the Contractor subcontracts any portion of the work, the Contractor shall also secure insurance protection in its own behalf under its Public Liability and Property Damage Insurance policies of cover any liability imposed on him by law for damages because of bodily injury and/or property damage liability as a result of work undertaken by the subcontractor(s). A certificate of insurance shall be provided to the railway company as evidence that the Contractor has in full force and effect the insurance coverage hereinbefore specified. Said certificate shall provide railway company with at least 30 days advance written notice of any material change in or cancellation of the required policies.

**Railroad protective liability insurance:** With respect to the operations the Contractor or any of its subcontractors perform, the Contractor must provide in the name of the railway company a policy providing coverage with a combined single limit of 5,000,000 each occurrence and 10,000,000 aggregate for bodily injury and property damage. This policy shall be written on the ISO/RIMA Form of Railroad Protective Insurance or its equivalent. The original of the policy shall be submitted to the Department for the railway company's approval and retention.



LETTER OF TRANSMITTAL

FORM 11542-1 (092)

FROM:

Norfolk Southern Corporation  
Bridges and Structures  
1200 Peachtree St, Box 142  
Atlanta, GA 30309

TO: Virginia Department of Transportation  
1401 E. Broad Street  
Richmond, VA 23219

ATTN: Debra Haislip  
RE: Pocahontas Division, VA - ROE to inspect various  
Bridges over Norfolk Southern, See Attachment A.

DATE: 2/12/2016

In reply, please refer to

FILE NO. BR0021947 & BR0013648

GENTLEMEN:

We are sending you

Herewith

Delivered by hand

The following items:

Prints

Specifications

Shop Drawings

Estimate

Copy of Letter

Other \_\_\_\_\_

COPIES	DATE OR NUMBER	DESCRIPTION
	1-21-2016	Right of Entry to Inspect Various Bridges (see Attachment A)

These are transmitted as indicated below:

For your use

For Review & Comments

Approved as Noted

For Approval

For Your Handling

Approved for Construction

As Requested by \_\_\_\_\_

Returned for Corrections

Other \_\_\_\_\_

REMARKS: Billing numbers F-02947, F-02948, F-02949 & F-02950 have been assigned for this project.

The Construction Right of Entry Agreement has NOT been received from the Contractor, and must be fully executed before entry onto Norfolk Southern property will be granted.

D. H. Stinson, P. A. Anderson

Cy: C. W. Brown, C. D. Dickinson,

C. G. Graning, K. M. Schuzer,

S. W. Dickerson, A. D. Sneed, A. T. Sheetz

Signed: *S. A. Overbey / wbm*

Engineer - Public Improvements  
404-582-5588

IF ENCLOSURES ARE NOT AS INDICATED, PLEASE NOTIFY US AT ONCE



## COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, VIRGINIA 23219-2000

Charlie A. Kilpatrick, P.E.  
Commissioner

February 4, 2016

Route Various (See Attached Exhibit A)  
Repair Maintenance  
VDOT Project BR8D-968-298  
Norfolk Southern Railway  
Virginia Division  
VDOT UPC 108011  
NS File \_BR0021947 & BR0013648\_

Mr. J. N. Carter, Jr.  
Chief Engineer – Bridges and Structures  
Norfolk Southern Corporation  
1200 Peachtree St. NE  
Atlanta, Georgia 30309

Dear Mr. Carter:

The Virginia Department of Transportation (VDOT) needs to have its contractor enter Railway right of way to perform bridge concrete repair work on the various bridges in Virginia (See attachment A). Work on this project is not to affect Railway's operation or signals. The repair work on this bridge will commence upon executed right of entry and all Norfolk Southern requirements are met with a completion date of May 1, 2016. Therefore, we are requesting a right of entry for this work to expire on May 31, 2019. All work will be accomplished entirely at the expense of VDOT. VDOT wishes to have its contractor begin this work upon satisfaction of all insurance requirements of Railway and receiving Railway's notice to proceed.

This is to request permission for VDOT and its contractor to enter upon Railway property to accomplish this work under the following terms and conditions:

1. That the work will be performed by VDOT's contractor at the entire expense of the Virginia Department of Transportation.
2. That State will require its contractor before commencing work on said Project within Railway's right of way, to furnish evidence acceptable to Railway that it has provided worker's compensation coverage required by Statutes of Virginia, automobile liability insurance, and Contractor's Public Liability and Property Damage Insurance generally required of its contractor on such projects, and submit to Railway a Railroad Protective Liability Policy for

personal injury and property damage. Said Railroad Protective Liability Policy shall be in the name of the Railway and same shall be prepared in accordance with Standard Provisions for General Liability Policy Railroad Protective Liability Form for State Highway Projects. Railway offers State and State's contractor the option to purchase Railroad Protective Liability Insurance through its Master Railroad Protective Liability insurance program. Mr. Scott Dickerson, Risk Administrator Norfolk Southern, should be contacted at 757-629-2364 for details about this option and State's contractor shall be guided by Mr. Dickerson's direction in complying with Norfolk Southern's insurance requirements.

3. That State's contractor will indemnify and save harmless, as far as State Law allows, Railway, its officers, agents and employees, from and against any and all losses and any and all claims, demands, payments, including attorney fees, suits, actions and judgments of every nature and description made, brought or recovered against, Railway, its officers, agents or employees, by reason of, arising out of or in consequence of the exercise of the privilege herein granted.

It is further agreed that the above indemnity provision shall also extend to any and all claims arising from any alleged or actual air, water, noise or solid waste pollution or other environmental complaints.

The State's consultant shall execute and submit a copy of the Norfolk Southern Indemnification Agreement and Right of Entry, edited appropriately for each location, before Entry will be granted.

4. That State shall require its contractor, before commencing work on or over Railway property or work involving Railway's facilities, to submit to State for obtaining approval of Railway's Chief Engineer, his design and method of performing said work, including plans and specifications for any shoring or sheeting and for any excavations on this property. State shall review said submittals and if found in substantial conformance with the provisions of the contractor's contract with the State, will forward same to Railway for review and approval of said methods by Railway. It is agreed by the parties hereto, that approval of said methods by Railway, will not in any way relieve the State of the obligations, responsibilities and liabilities imposed upon it by the provisions of the Agreement.
5. As part of the consideration hereof, the State hereby agrees to require its contractor to extend the indemnity commitments provided for in this agreement in favor of Railway, to the parent subsidiaries, and affiliated companies of Railway and their officers, agents and employees.
6. That Railway's representative Mr. P. A. Anderson will be notified at (304) 325-4274 not less than seventy two (72) hours prior to the time that work is to take place on Railway's property and that insofar as the

safety of railroad operations is concerned VDOT's contractor will be governed by Railway's requests and suggestions regarding the method and manner of performing said work.

7. All work shall be performed with such care, diligence and cooperation with Railway personnel as to avoid accident, damage or harm to persons or property and delays to or interference with the operations of any of Railway's facilities.
8. No drainage condition shall be created or allowed to exist as a result of this work that is or may be adverse to Railway property.
9. All work shall be performed in such manner as is satisfactory to Railway, and after completion of the construction, Railway property shall be left free of debris and in such condition as is satisfactory to Railway.
10. That such watchman and flagman services as may be required to protect Railway's facilities during the prosecution of the work will be arranged for with Railway's representative, Mr. P. A. Anderson at (304) 325-4274 and State will reimburse the Railway in full for such costs.
11. That Norfolk Southern Railway shall render its billings for flagmen, insurance and such other work as required in accordance with State Standard Accounting Procedures ( i.e., Federal Aid Policy Guide, Part 140, Subpart I , of the Federal Highway Administration and revisions and supplements thereto). State shall promptly pay such billing.
12. A minimum horizontal clearance of 15 feet from the centerline of the nearest track and a minimum vertical clearance of 22 feet above the highest rail shall be maintained at all times for any equipment, materials or vehicles of the Commonwealth, and its contractor(s) occupying Railway's premises unless specifically arranged for in advance in each instance with Railway's Superintendent, Mr. D. H. Stinson at (304) 325-4365 in Roanoke, VA.
13. This permit or right of entry (a) shall not be assigned or transferred without written approval of Railway and (b) shall terminate automatically on May 31, 2019 subject to renewal from month to month upon written request by State; provided, however, that termination shall not relieve the State or State's contractor of any obligation or liability incurred prior to such termination.
14. All personnel working on Railway's right-of-way must comply with the Railway's safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and glasses. Anyone not in compliance with these rules and regulations will be asked to leave Railway property and Railway may withdraw its flagman and no work will be allowed



on or over Railway's right of way.

If the foregoing meets with concurrence, please have both originals signed in the space provided and return one copy to this office.

Sincerely,



Debra B. Haislip  
Rail Project Specialist

ACCEPTED  
NORFOLK SOUTHERN RAILWAY COMPANY

By K. G. Haislip (CS)

Title Chief Engineer Bridges & Structures

Date FEB 19, 2016

Exhibit A  
Rehabilitation and Preventative Maintenance – Virginia Division  
VDOT UPC 108011 VDOT Project BR8D-968-289

Route 33 East Bound  
Norfolk Southern Railway  
MP H 112.54, DOT 948 171X  
Virginia Division  
County of Rockingham, VA  
T. S.: C. D. Dickinson  
B & B: K. M. Schuzer  
Billing #: F-02947  
NS File: BR0021947

Route 33 West Bound  
Norfolk Southern Railway  
MP H 112.54, DOT 468 752U  
Virginia Division  
County of Rockingham, VA  
T. S.: C. D. Dickinson  
B & B: K. M. Schuzer  
Billing #: F-02948  
NS File: BR0021947

Route 81 North Bound  
Norfolk Southern Railway  
MP B CW-86.78, DOT 714 550A  
Virginia Division  
County of Shenandoah, VA  
T. S.: C. D. Dickinson  
B & B: K. M. Schuzer  
Billing #: F-02949  
NS File: BR0013648

Route 81 South Bound  
Norfolk Southern Railway  
MP B CW-86.84, DOT 714 551G  
Virginia Division  
County of Shenandoah, VA  
T. S.: C. D. Dickinson  
B & B: K. M. Schuzer  
Billing #: F-02950  
NS File: BR0013648

## FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: Virginia Department of Transportation  
Project Description: Repair the Rte. 33 EB Bridge over NS  
Location: Elkton, Rockingham County, Virginia  
Project No.:  
Milepost: H-112.54  
Date: February 2, 2016  
File: BR0021947

### SUMMARY

ITEM A - Preliminary Engineering	1,157
ITEM B - Construction Engineering	1,157
ITEM C - Accounting	384
ITEM D - Flagging Services	7,302
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 10,000</b>

### ITEM A - Preliminary Engineering

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300

**NET TOTAL - ITEM A**                      \$     1,157

**ITEM B - Construction Engineering**

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300
	<b>NET TOTAL - ITEM B</b>	<hr/>
		\$ 1,157

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		0
Accounting Hours (Labor):	7 Hours @ \$30 / hour=	210
Accounting Additives:		174
	<b>NET TOTAL - ITEM C</b>	<hr/>
		\$ 384

**ITEM D - Flagging Services**

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

Labor:	Flagging Foreman	
	7 days @ 330.00 per day=	2,310
	(based on working 12 hours/day)	
Labor Additive:		4,292
Travel Expenses, Meals & Lodging:	7 days @ \$100/day=	700
	<b>NET TOTAL - ITEM D</b>	<hr/>
		\$ 7,302

**ITEM E - Communications Changes**

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	<b>NET TOTAL - ITEM E</b>	<hr/>
		\$ -

**ITEM F - Signal & Electrical Changes**

Material:	0
Labor:	0
Purchase Services:	0
Other:	0

NET TOTAL - ITEM F \$ -

**ITEM G - Track Work**

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0

NET TOTAL - ITEM G \$ -

**ITEM H - T-CUBED**

Lump Sum \$ -

**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 (02/02/2016). 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.

## FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	Virginia Department of Transportation
Project Description:	Repair the Rte. 33 WB Bridge over NS
Location:	Elkton, Rockingham County, Virginia
Project No.:	
Milepost:	H-112.54
Date:	February 2, 2016
File:	BR0021947

### SUMMARY

ITEM A - Preliminary Engineering	1,157
ITEM B - Construction Engineering	1,157
ITEM C - Accounting	384
ITEM D - Flagging Services	7,302
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 10,000</b>

### ITEM A - Preliminary Engineering

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300
		<hr/>
	<b>NET TOTAL - ITEM A</b>	<b>\$ 1,157</b>

**ITEM B - Construction Engineering**

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300
	<b>NET TOTAL - ITEM B</b>	<hr/>
		\$ 1,157

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		0
Accounting Hours (Labor):	7 Hours @ \$30 / hour=	210
Accounting Additives:		174
	<b>NET TOTAL - ITEM C</b>	<hr/>
		\$ 384

**ITEM D - Flagging Services**

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

Labor:	Flagging Foreman	
	7 days @ 330.00 per day=	2,310
	(based on working 12 hours/day)	
Labor Additive:		4,292
Travel Expenses, Meals & Lodging:		
	7 days @ \$100/day=	700
	<b>NET TOTAL - ITEM D</b>	<hr/>
		\$ 7,302

**ITEM E - Communications Changes**

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	<b>NET TOTAL - ITEM E</b>	<hr/>
		\$ -

**ITEM F - Signal & Electrical Changes**

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

**ITEM G - Track Work**

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
	<hr/>
<b>NET TOTAL - ITEM G</b>	<b>\$ -</b>

**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 (02/02/2016). 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.



## FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: Virginia Department of Transportation  
Project Description: Repair the Rte. 81 NB Bridge over NS  
Location: Mt. Jackson, Shenandoah County, Virginia  
Project No.:  
Milepost: CW-86.78  
Date: February 2, 2016  
File: BR0013648

### SUMMARY

ITEM A - Preliminary Engineering	1,157
ITEM B - Construction Engineering	1,157
ITEM C - Accounting	384
ITEM D - Flagging Services	7,302
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 10,000</b>

### ITEM A - Preliminary Engineering

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300
		<hr/>
	<b>NET TOTAL - ITEM A</b>	<b>\$ 1,157</b>

**ITEM B - Construction Engineering**

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300
	<b>NET TOTAL - ITEM B</b>	<hr/>
		\$ 1,157

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		0
Accounting Hours (Labor):	7 Hours @ \$30 / hour=	210
Accounting Additives:		174
	<b>NET TOTAL - ITEM C</b>	<hr/>
		\$ 384

**ITEM D - Flagging Services**

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

Labor:	Flagging Foreman	
	7 days @ 330.00 per day=	2,310
	(based on working 12 hours/day)	
Labor Additive:		4,292
Travel Expenses, Meals & Lodging:		
	7 days @ \$100/day=	700
	<b>NET TOTAL - ITEM D</b>	<hr/>
		\$ 7,302

**ITEM E - Communications Changes**

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	<b>NET TOTAL - ITEM E</b>	<hr/>
		\$ -

**ITEM F - Signal & Electrical Changes**

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

**ITEM G - Track Work**

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
	<hr/>
<b>NET TOTAL - ITEM G</b>	<b>\$ -</b>

**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 (02/02/2016). 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.

## FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: Virginia Department of Transportation  
Project Description: Repair the Rte. 81 SB Bridge over NS  
Location: Mt. Jackson, Shenandoah County, Virginia  
Project No.:  
Milepost: CW-86.78  
Date: February 2, 2016  
File: BR0013648

### SUMMARY

ITEM A - Preliminary Engineering	1,157
ITEM B - Construction Engineering	1,157
ITEM C - Accounting	384
ITEM D - Flagging Services	7,302
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 10,000</b>

### ITEM A - Preliminary Engineering

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300

**NET TOTAL - ITEM A**                      \$    1,157

**ITEM B - Construction Engineering**

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		300
	<b>NET TOTAL - ITEM B</b>	<hr/>
		\$ 1,157

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		0
Accounting Hours (Labor):	7 Hours @ \$30 / hour=	210
Accounting Additives:		174
	<b>NET TOTAL - ITEM C</b>	<hr/>
		\$ 384

**ITEM D - Flagging Services**

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

Labor:	Flagging Foreman	
	7 days @ 330.00 per day=	2,310
	(based on working 12 hours/day)	
Labor Additive:		4,292
Travel Expenses, Meals & Lodging:	7 days @ \$100/day=	700
	<b>NET TOTAL - ITEM D</b>	<hr/>
		\$ 7,302

**ITEM E - Communications Changes**

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
	<b>NET TOTAL - ITEM E</b>	<hr/>
		\$ -

**ITEM F - Signal & Electrical Changes**

Material:	0
Labor:	0
Purchase Services:	0
Other:	0

NET TOTAL - ITEM F \$ -

**ITEM G - Track Work**

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0

NET TOTAL - ITEM G \$ -

**ITEM H - T-CUBED**

Lump Sum \$ -

**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 (02/02/2016). 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.

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR  
SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS

April 19, 2016

Rte. 64 Project UPC 108011 – BR8D-968-298

SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS of the Specifications is amended as follows:

Section 107.19—Railway - Highway Provision is amended to include the following:

The Contractor shall notify the Randy Koonce, CSXT Construction Coordinator of  
the ARCADIS Railway Company,  
Jacksonville FL 32207  
(City or Town) (State) (Zip)  
919-357-8777 at least 72 hours before starting any work on or over the Railway  
(Telephone No.) (No.)  
right-of-way. A vertical clearance above the highest rail of at least 22 feet  
and a horizontal clearance from the centerline of the track of at least 25 feet  
shall be maintained, unless otherwise authorized by the Railway Company. The approximate  
number and type of trains per day per track is a follows:

Track	<u>15 Trains</u>	@	<u>50mph</u>	Track	<u>    </u>	<u>    </u>	<u>    </u>
Track	<u>    </u>	<u>    </u>	<u>    </u>	Track	<u>    </u>	<u>    </u>	<u>    </u>
Track	<u>    </u>	<u>    </u>	<u>    </u>	Track	<u>    </u>	<u>    </u>	<u>    </u>

Upon starting work a slow order of N/A will be in effect.

The following Railway utilities are known to be on the Railway's right of way:  
Communication and Signals Facilities - Unknown

The Contractor shall promptly notify the Railway's duly authorized representative as noted above  
of any loss, damage, injury or death arising out of or in connection with the project work  
performed on or over the Railway right-of-way.

Section 107.19(a)—Flagger or Watchperson Services is amended to include the following:

The Contractor shall coordinate all construction operations on or over railway right-of-way with  
the Railway Company and make all arrangements for necessary flagger and watchperson  
service. Any flaggers or watchpersons required by the Railway Company for the safety of railway  
operations, because of work being performed by the Contractor or incidental thereto, will be  
provided by the Railway Company. No work shall be undertaken on or over the Railway right-of-  
way until the watchpersons or flaggers are present at the project site.

Flagger or watchperson service will be required whenever work is accomplished within 18  
feet of the railroad's track or whenever any machinery or heavy equipment encroaches  
within 25 feet of the track. Also, flagger or watchperson service will be required  
whenever construction activities endanger the railroad signal and communication facilities. The  
jacking or boring of pipes or utility lines under the track will also require flagger service.

Contractor shall provide flaggers with a heated shelter and suitable sanitation facility.

To procure or terminate flagger or watchperson services, the Contractor shall notify in writing,

Name Cory Weaver  
Title CSXT Roadmaster  
Address Corey\_Weaver@csx.com  
  
Telephone No. 304-790-2676

On projects that will require these services for longer than a 30 day duration, it will require the posting of the position in accordance with union regulations. Consequently, it will require 30 days before a flagger can be assigned to the project. To terminate the service, it is necessary to allow 1 weeks from the receipt of such notification.

For flagger or watchperson services of less than 30 days duration, you must provide a 5 day advance notification. For termination of this service, allow 5 days from the receipt of the notification.

The Department has estimated that 280 hours of flagging service will be required for this project. If the Department is required to reimburse the Railway Company for cost of flagging service in excess of the cost associated with the established hours, the amount of excess will be deducted from monies due the Contractor.

**Sections 107.19 (c) 1. and 107.19 (c) 2.** are replaced by the following:

**Contractor's public liability and property damage insurance:** With respect to operations performed by the contractor, this insurance shall provide coverage with a combined single limit of not less than 5,000,000 each occurrence for bodily injury and/or property damage liability. This insurance shall include explosion, collapse, and underground hazard coverage. If the Contractor subcontracts any portion of the work, the Contractor shall also secure insurance protection in its own behalf under its Public Liability and Property Damage Insurance policies of cover any liability imposed on him by law for damages because of bodily injury and/or property damage liability as a result of work undertaken by the subcontractor(s). A certificate of insurance shall be provided to the railway company as evidence that the Contractor has in full force and effect the insurance coverage hereinbefore specified. Said certificate shall provide railway company with at least 30 days advance written notice of any material change in or cancellation of the required policies.

**Railroad protective liability insurance:** With respect to the operations the Contractor or any of its subcontractors perform, the Contractor must provide in the name of the railway company a policy providing coverage with a combined single limit of 5,000,000 each occurrence and 10,000,000 aggregate for bodily injury and property damage. This policy shall be written on the ISO/RIMA Form of Railroad Protective Insurance or its equivalent. The original of the policy shall be submitted to the Department for the railway company's approval and retention.



VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR  
SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS

April 19, 2016

Rte. 81 Project UPC 108011 – BR8D-968-298

SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS of the Specifications is amended as follows:

Section 107.19—Railway - Highway Provision is amended to include the following:

The Contractor shall notify the Randy Koonce, CSXT Construction Coordinator of  
the ARCADIS Railway Company,  
Jacksonville FL 32207  
(City or Town) (State) (Zip)

919-357-8777 at least 72 hours before starting any work on or over the Railway  
(Telephone No.) (No.)  
right-of-way. A vertical clearance above the highest rail of at least 22 feet  
and a horizontal clearance from the centerline of the track of at least 25 feet  
shall be maintained, unless otherwise authorized by the Railway Company. The approximate  
number and type of trains per day per track is a follows:

Track 1 Train @ 25mph Track — — —  
Track — — — Track — — —  
Track — — — Track — — —

Upon starting work a slow order of N/A will be in effect.

The following Railway utilities are known to be on the Railway's right of way:  
Communication and Signals Facilities - Unknown

The Contractor shall promptly notify the Railway's duly authorized representative as noted above  
of any loss, damage, injury or death arising out of or in connection with the project work  
performed on or over the Railway right-of-way.

Section 107.19(a)—Flagger or Watchperson Services is amended to include the following:

The Contractor shall coordinate all construction operations on or over railway right-of-way with  
the Railway Company and make all arrangements for necessary flagger and watchperson  
service. Any flaggers or watchpersons required by the Railway Company for the safety of railway  
operations, because of work being performed by the Contractor or incidental thereto, will be  
provided by the Railway Company. No work shall be undertaken on or over the Railway right-of-  
way until the watchpersons or flaggers are present at the project site.

Flagger or watchperson service will be required whenever work is accomplished within 18  
feet of the railroad's track or whenever any machinery or heavy equipment encroaches  
within 25 feet of the track. Also, flagger or watchperson service will be required  
whenever construction activities endanger the railroad signal and communication facilities. The  
jacking or boring of pipes or utility lines under the track will also require flagger service.

Contractor shall provide flaggers with a heated shelter and suitable sanitation facility.

To procure or terminate flagger or watchperson services, the Contractor shall notify in writing,

Name Gary Appel  
Title CSXT Roadmaster  
Address Gary\_Appel@csx.com  
  
Telephone No. 240-818-1543

On projects that will require these services for longer than a 30 day duration, it will require the posting of the position in accordance with union regulations. Consequently, it will require 30 days before a flagger can be assigned to the project. To terminate the service, it is necessary to allow 1 weeks from the receipt of such notification.

For flagger or watchperson services of less than 30 days duration, you must provide a 5 day advance notification. For termination of this service, allow 5 days from the receipt of the notification.

The Department has estimated that 280 hours of flagging service will be required for this project. If the Department is required to reimburse the Railway Company for cost of flagging service in excess of the cost associated with the established hours, the amount of excess will be deducted from monies due the Contractor.

**Sections 107.19 (c) 1. and 107.19 (c) 2.** are replaced by the following:

**Contractor's public liability and property damage insurance:** With respect to operations performed by the contractor, this insurance shall provide coverage with a combined single limit of not less than 5,000,000 each occurrence for bodily injury and/or property damage liability. This insurance shall include explosion, collapse, and underground hazard coverage. If the Contractor subcontracts any portion of the work, the Contractor shall also secure insurance protection in its own behalf under its Public Liability and Property Damage Insurance policies of cover any liability imposed on him by law for damages because of bodily injury and/or property damage liability as a result of work undertaken by the subcontractor(s). A certificate of insurance shall be provided to the railway company as evidence that the Contractor has in full force and effect the insurance coverage hereinbefore specified. Said certificate shall provide railway company with at least 30 days advance written notice of any material change in or cancellation of the required policies.

**Railroad protective liability insurance:** With respect to the operations the Contractor or any of its subcontractors perform, the Contractor must provide in the name of the railway company a policy providing coverage with a combined single limit of 5,000,000 each occurrence and 10,000,000 aggregate for bodily injury and property damage. This policy shall be written on the ISO/RIMA Form of Railroad Protective Insurance or its equivalent. The original of the policy shall be submitted to the Department for the railway company's approval and retention.

Ms. Debra Barefoot Haislip  
Virginia Department of Transportation  
1401 East Broad Street  
Richmond, VA 23219-2000

Arcadis U.S., Inc.  
1650 Prudential Drive  
DuPont Center  
Suite 400  
Jacksonville  
Florida 32207  
Tel 904 721 2991  
Fax 904 861 2450  
[www.arcadis.com](http://www.arcadis.com)

Subject: Acknowledgement letter for CSXT OP No. VA0463, I-64 Bridge Rehabilitation and Maintenance over CSXT near Covington, Alleghany Co., VA, C&O Division, Alleghany Subdivision, RRMP CA-294.15, DOT No. 224499B, VDOT No. UPC 108011

Our Ref: CXPP1612.CE00  
Date: April 14, 2016

Dear Ms. Haislip:

I am writing to acknowledge receipt of a fully executed construction agreement dated April 11, 2016. The correspondence further authorized CSX Transportation, Inc. (CSXT) to proceed with construction activities in support of the subject project.

Please find attached the Preconstruction Meeting Information, special provisions and CSXT insurance requirements to include in your bid documents. The appropriate CSXT representatives will be notified of the above authorization following notice that the project is awarded for construction. CSXT forces will not make arrangements to schedule and support this project until after we have received notice and contractor contact information.

Please forward a copy of this letter to the contractor once the project has been awarded. The contractor will be asked to contact CSXT Roadmaster Corey Weaver at (304) 790-2676, or by email at [Corey.Weaver@csx.com](mailto:Corey.Weaver@csx.com), at least 30 days in advance of the need for flagging protection. Also, to contact Mr. Randy Koonce, CSXT Construction Coordinator at (919) 357-8777, or by email at [Randy.Koonce@arcadis.com](mailto:Randy.Koonce@arcadis.com), for delivery of a schedule, copy of insurance approval, and to coordinate construction activities within CSXT right-of-way.

VDOT  
April 14, 2016  
VA0463

Sincerely,  
ARCADIS U.S., Inc.



Joe Schofield, P.E.  
Project Manager

Email: [Joseph.Schofield@arcadis.com](mailto:Joseph.Schofield@arcadis.com)

Direct line: 904.861.2898

CC. Troy Creasy, Project Manager II - Public Projects  
Randy Koonce, CE&I Coordinator

Ms. Debra Barefoot Haislip  
Virginia Department of Transportation  
1401 East Broad Street  
Richmond, VA 23219-2000

Arcadis U.S., Inc.  
1650 Prudential Drive  
DuPont Center  
Suite 400  
Jacksonville  
Florida 32207  
Tel 904 721 2991  
Fax 904 861 2450  
[www.arcadis.com](http://www.arcadis.com)

Subject: Acknowledgement letter for CSXT OP No. VA0464, I-81 Bridge Rehabilitation and Maintenance over CSXT near Strasburg, Shenandoah Co., VA, Baltimore Division, Shenandoah Subdivision, RRMP BAD-48.26, DOT No. 139481J, VDOT No. UPC 108011

Our Ref: CXPP1615.CE00

Date: April 14, 2016

Dear Ms. Haislip:

I am writing to acknowledge receipt of a fully executed construction agreement dated April 11, 2016. The correspondence further authorized CSX Transportation, Inc. (CSXT) to proceed with construction activities in support of the subject project.

Please find attached the Preconstruction Meeting Information, special provisions and CSXT insurance requirements to include in your bid documents. The appropriate CSXT representatives will be notified of the above authorization following notice that the project is awarded for construction. CSXT forces will not make arrangements to schedule and support this project until after we have received notice and contractor contact information.

Please forward a copy of this letter to the contractor once the project has been awarded. The contractor will be asked to contact CSXT Roadmaster Gary Appel at (240) 818-1543, or by email at [Gary.Appel@csx.com](mailto:Gary.Appel@csx.com), at least 30 days in advance of the need for flagging protection. Also, to contact Mr. Randy Koonce, CSXT Construction Coordinator at (919) 357-8777, or by email at [Randy.Koonce@arcadis.com](mailto:Randy.Koonce@arcadis.com), for delivery of a schedule, copy of insurance approval, and to coordinate construction activities within CSXT right-of-way.

VDOT  
April 14, 2016  
VA0464

Sincerely,  
ARCADIS U.S., Inc.



Joe Schofield, P.E.  
Project Manager

Email: [Joseph.Schofield@arcadis.com](mailto:Joseph.Schofield@arcadis.com)

Direct line: 904.861.2898

CC. Troy Creasy, Project Manager II - Public Projects  
Randy Koonce, CE&I Coordinator

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PROJECT SHOWING ATTENDANCE SHEET

CONTRACT ID. NO.: C0000108011N01 PROJ. NO.: (NFO) BR8D-968-289,N501 Bridge Maintenance Engineer Darrell Hayes, PE  
ROUTE: VARIOUS COUNTY: Various counties located in the Staunton District DATE: June 6, 2016  
DISTRICT: Staunton RESIDENCY: District Wide TIME: 10:00 AM

REPRESENTATIVE	COMPANY	COMPANY ADDRESS	PHONE NUMBER	EMAIL
Les Dziejewicz	LANFORD BROS. INC.	ROANOKE, VA. 24019	540-354-1106	les@lanfordbros.com
ANDY HAYMES	HAYMES BROTHERS, INC.	Charlottesville, VA 24531	434-432-9282	ahaymes@haymesbrothers.com
AARON WHITE	FREYSSINET, INC.	Sterling, VA 20166	703-378-2500	aaron.white@freysinetusa.com
J.C. GARVIN	FREYSSINET, INC.	STERLING, VA 20166	703-378-2500	
ALBERT POGUOSE	PROSHOT CONCRETE	308 W FARMINGTON RD VA	757-498-9029	albert@proshotconcrete.com
Josh Hall	VDOT	Staunton, VA	540-332-9404	
Darwood Morris	VDOT	Staunton, VA	540-332-9916	
JESSICA BASKA	VDOT	STAUNTON, VA	540-332-9240	
Linda M. Jones	Quinn Consulting Services	Chantilly, VA	540-570-0743	
Darrell Hayes	VDOT	Staunton VA	540-332-9108	

(Continued)