

## RAILROAD CONSTRUCTION AGREEMENT

**GDOT Contract ID #: UAOUT26000678**

**PI No. 0016596, Bartow County**

**RR PE File #: GA2734**

THIS AGREEMENT, made and entered into \_\_\_\_\_, by and between,

GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter styled the DEPARTMENT, party of the first part; and

CSX TRANSPORTATION, INC., a Corporation, chartered in the State of Virginia, hereinafter styled the RAILROAD, party of the second part.

CITY OF CARTERSVILLE, a political subdivision of the State of Georgia, hereinafter styled the CITY, party of the third part.

WITNESSETH that:

WHEREAS, the DEPARTMENT proposes under the above written project number to construct a replacement bridge along CS 963/Sugar Valley Road over Nancy Creek in the City of Cartersville, Bartow County Georgia; and

WHEREAS, work will be required on RAILROAD property including Reconstructing CS 963/Sugar Valley Road on the eastern side of railroad at milepost 0JG-0.610, Inv. # 340455T; and

WHEREAS, said construction will require the RAILROAD to perform construction engineering and excess soil disposal through contract work which the RAILROAD is willing to perform in accordance with the estimate attached hereto; and

WHEREAS, the RAILROAD is in agreement with the DEPARTMENT'S project and plans; and

WHEREAS, the RAILROAD is willing to grant the DEPARTMENT temporary easement(s) for this work as provided for herein as necessary for roadway construction and maintenance of parallel encroachment of pavement, slopes and drainage in accordance with O.C.G.A. 32-6-196; and

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

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

- 1) It is specifically understood that the project number shown above is for the DEPARTMENT's identification purposes only and may be subject to change by the

## **RAILROAD CONSTRUCTION AGREEMENT**

DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the RAILROAD and CITY of the new project designation. Such change in project designation shall have no effect whatsoever on any other terms of this agreement.

- 2) It is agreed that the regulatory provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, (hereinafter referred to as CFR) shall govern the work and procedures covered by this agreement and are by reference incorporated herein.
  - a) It is agreed that in accord with Title 23 of the CFR, Chapter I, Subchapter G, Part 646, Subpart B, Section 646.210 the work proposed under this Agreement shall not benefit the RAILROAD and that the RAILROAD shall not participate in any of the cost of making surveys, preparing plans, acquiring materials and performing the work covered under this Agreement.
  - b) The RAILROAD shall furnish the necessary materials and perform the work on an actual cost basis. All materials which are required to complete the work will be purchased direct by the RAILROAD or furnished from RAILROAD stock in accordance with Part 140, Subpart I, of CFR. Any portion of the work contemplated under this agreement may be let to contract by the RAILROAD through competitive bidding or the RAILROAD may use the services of a contractor which works for the RAILROAD on a routine basis under a written continuing contract subject to the terms and conditions of the aforesaid CFR, and with prior review and approval by the DEPARTMENT, all in accord with the detailed estimate attached. Before the RAILROAD initiates accomplishment of any work by these means, the RAILROAD shall first contact the DEPARTMENT to determine the appropriate procedures to follow to provide for compliance. Prior approval by the DEPARTMENT will not be necessary when work is performed by competitive bidding when the amount of work does not exceed \$10,000 per each individual contractor.
  - c) RAILROAD shall give DEPARTMENT and Federal Highway Administration, when applicable, ample opportunity to inspect materials recovered by RAILROAD in accordance with Part 646, Subpart B, of CFR.
- 3) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants unto the DEPARTMENT an easement along and upon its right-of-way of such width as may be necessary to construct and maintain in accordance with this agreement, said roadway improvements and construction of slopes and drainage improvements along and upon the right-of-way or property of RAILROAD, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications, and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD and DEPARTMENT and CITY, are hereby made a part hereof by reference. Reserving, however, unto the RAILROAD the right to continue to maintain, renew and operate its railroad and appurtenances adjacent to said road, and to construct such additional tracks and other railroad facilities adjacent to said road, and to maintain, repair and operate the same as in the judgment of RAILROAD may be requisite. Said easement for construction

## RAILROAD CONSTRUCTION AGREEMENT

and maintenance is more particularly described as shown on project plan sheets which are attached hereto and made a part hereof.

- 4) The DEPARTMENT will construct and the CITY will maintain in good and safe condition said roadway, slopes, drainage and other work adjacent to the tracks of the RAILROAD. The DEPARTMENT further agrees that such work shall be done and performed in accordance with the reasonable requirements of the RAILROAD in such manner as to prevent interruption of, interference with or danger or delay to railroad operations.
- 5) RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated **July 22, 2025** for **\$84,271.00** prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by DEPARTMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.
- 6) The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the RAILROAD shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid CFR. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the RAILROAD pertaining to this project and will bill the RAILROAD any amount of any unallowable expenditure made in the conditional final payment of this contract or, if no unallowable expenditure is found, notify the RAILROAD of that fact in writing. If the RAILROAD does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the RAILROAD on any then-current agreement between the RAILROAD and the DEPARTMENT. For audit purposes, the reports, plans, specifications, digital information, field data, notes and cost records and accounts of the RAILROAD pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the RAILROAD during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the RAILROAD.
- 7) The RAILROAD expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as an unallowable expenditure in any agreement between the RAILROAD and the DEPARTMENT on which a conditional final payment has been made.
- 8) The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided

## **RAILROAD CONSTRUCTION AGREEMENT**

for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the RAILROAD will be required or that an increase in cost anticipated will be incurred by the RAILROAD, a written change or extra work order approved by the DEPARTMENT shall be required.

- 9) The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the RAILROAD and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed to the DEPARTMENT may consider payment made up to one year following completion of the work to be final.
- 10) The RAILROAD shall provide construction engineering including inspection services as identified and included in the attached estimate. The anticipated scope of services to be provided in connection with construction engineering by consulting engineering firms for the RAILROAD is attached hereto and made a part hereof. Prior to contracting for any consultant work not specifically covered by this agreement, the RAILROAD will submit to the DEPARTMENT for approval the consultant's proposal containing, but not limited to, a statement of the scope of consultant services, a list of wage rates and classifications to be used by the consultant and an itemized statement of costs estimated to complete the services. Selection and employment of the consultant shall be governed by requirements and procedures contained in Part 646, Subpart B, of CFR.
- 11) The DEPARTMENT will require its Contractor to abide by the attached Special Provision for Protection of Railway Interests which will be included in his contract and, before commencing said construction on RAILROAD right-of-way or property, to furnish evidence acceptable to the DEPARTMENT and the RAILROAD that the Contractor has provided (1) Contractor's Public Liability and Property Damage Liability Insurance, (2) Contractor's Protective Public Liability and Property Damage Liability Insurance and (3) Railroad Protective Liability Insurance in the amounts specified in the Special Provision attached hereto and made a part hereof, all in accord with Part 646, Subpart A, of CFR, current edition, and in a form approved by the DEPARTMENT and the RAILROAD
- 12) The DEPARTMENT agrees that it will ensure its Contractor secures any payment or performance bond required under Section 13-10-60 and 13-10-40 of the Official Code of Georgia Annotated. The DEPARTMENT will furnish the RAILROAD a photocopy of the bond secured for the project upon request. The DEPARTMENT will also furnish the RAILROAD with the address of all contractors and sureties that may be a party to the bond and will notify the RAILROAD of any subsequent address changes upon request.
- 13) It shall be the RAILROAD'S responsibility to plan with the Contractor a schedule of operations which will clearly set forth at which stage of the contractor's operations the RAILROAD will be required to perform its work.
- 14) In the event it shall be necessary in connection with or incident to the work of said construction to make any adjustment in facilities of tenants of the RAILROAD, such adjustments shall be handled by the DEPARTMENT directly with the owner or owners thereof at no expense to the RAILROAD.

## RAILROAD CONSTRUCTION AGREEMENT

- 15) It is agreed that the DEPARTMENT will furnish the RAILROAD the name, address and telephone number of its representative who will be in charge of the work as part of its letter of authorization to proceed with the work covered under this agreement. The RAILROAD agrees to give said representative reasonable prior notice of the dates upon which work will be done in order that work may be properly inspected and documented for audit. Further, the work covered under this Agreement shall be completed no less than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the RAILROAD in writing of this final completion date.
- 16) Pursuant to O.C.G.A. Sec. 50-5-85, the RAILROAD hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- 17) It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
- 18) The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**RAILROAD CONSTRUCTION AGREEMENT**

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

**WITNESSES AS TO RAILROAD:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_  
**WITNESS**

BY: \_\_\_\_\_

AS ITS \_\_\_\_\_  
(CORPORATE SEAL)

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

ATTEST:

BY: \_\_\_\_\_

\*\*\*\*\*

FEIN \_\_\_\_\_  
\*\*\*\*\*

AS ITS \_\_\_\_\_

-----  
**GEORGIA DEPARTMENT  
OF TRANSPORTATION**

BY: \_\_\_\_\_ SEAL  
Russell R. McMurry, P.E.  
Commissioner

ATTEST:

BY: \_\_\_\_\_  
Angela O. Whitworth  
Treasurer

**PI No.: 0016596**  
**County: Bartow**  
**Date: October 30, 2025, NR**

**AGREEMENT**

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

**WITNESSES AS TO CITY:**

**CITY OF CARTERSVILLE**

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_ (Seal)  
Matt Santini, MAYOR

\_\_\_\_\_  
Print Name and Title

FEIN: \_\_\_\_\_

Signed on behalf of the CITY pursuant to Resolution dated \_\_\_\_\_.

Approved as to Form:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

BY: \_\_\_\_\_  
CITY CLERK OR ATTORNEY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

-----

**RESOLUTION**

STATE OF GEORGIA

CITY OF CARTERSVILLE

BE IT RESOLVED by the Mayor and City of Cartersville Council, and it is hereby resolved, that the foregoing attached Agreement, relative to Project P.I. 0016596 to construct a replacement bridge along CS 963/Sugar Valley Road over Nancy Creek in Cartersville, Bartow County, and that Matt Santini, Mayor, and Julia Drake, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor and City of Cartersville Council.

Passed and adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BY: \_\_\_\_\_

CLERK

BY: \_\_\_\_\_

MAYOR

STATE OF GEORGIA,

CITY OF CARTERSVILLE

I, Julia Drake, as Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City of Cartersville Council.

WITNESS my hand and official signature, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_

CLERK



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

|                                                                        |                                                                                                    |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Contractor's Name:</b>                                              | CSX TRANSPORTATION, INC                                                                            |
| <b>Solicitation/Contract No./ Call No.<br/>or Project Description:</b> | PI 0016596 Bartow County: CS 963/SUGAR VALLEY ROAD @ NANCY CREEK; Inv. # 340455T, RRMP OJG-000.610 |

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

|                                                                        |                                                                                                    |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Contractor's Name:</b>                                              | City of Cartersville                                                                               |
| <b>Solicitation/Contract No./ Call No.<br/>or Project Description:</b> | PI 0016596 Bartow County: CS 963/SUGAR VALLEY ROAD @ NANCY CREEK; Inv. # 340455T, RRMP OJG-000.610 |

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\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

ACCT. CODE : 709 - TBD

Form Revision  
20250714-A

|                                                                                                                                                            |                              |                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------|
| <b>ESTIMATE SUBJECT TO REVISION AFTER:</b> 7/22/2026                                                                                                       |                              | <b>DOT NO.:</b> 340455T    |
| <b>CITY:</b> Cartersville                                                                                                                                  | <b>COUNTY:</b> Bartow        | <b>STATE:</b> GA           |
| <b>DESCRIPTION:</b> Bridge replacement along Sugar Valley Road over Nancy Creek including road reconstruction at grade in CSXT RoW, Meter Pole replacement |                              |                            |
| <b>ZONE:</b> Atlanta                                                                                                                                       | <b>SUB-DIV:</b> Cartersville | <b>MILE POST:</b> 0JG 0.61 |
| <b>AGENCY PROJECT NUMBER:</b>                                                                                                                              |                              |                            |

**PRELIMINARY ENGINEERING:**

|                                                  |    |   |
|--------------------------------------------------|----|---|
| Contracted & Administrative Engineering Services | \$ | - |
| <b>Subtotal</b>                                  | \$ | - |

**CONSTRUCTION ENGINEERING/INSPECTION:**

|                                                  |    |               |
|--------------------------------------------------|----|---------------|
| Contracted & Administrative Engineering Services | \$ | 55,521        |
| <b>Subtotal</b>                                  | \$ | <b>55,521</b> |

**FLAGGING SERVICE: (Contract/CSX Labor)**

|                                               |         |                          |           |    |   |
|-----------------------------------------------|---------|--------------------------|-----------|----|---|
| Engineering Labor (Foreman/Inspector/Flagman) | 0       | Days @                   | \$ 700.00 | \$ | - |
| Additive                                      | 174.70% | (Engineering Department) |           | \$ | - |
| <b>Subtotal</b>                               |         |                          |           | \$ | - |

**SIGNAL & COMMUNICATIONS WORK:**

|  |    |   |
|--|----|---|
|  | \$ | - |
|--|----|---|

**TRACK WORK:**

|  |    |   |
|--|----|---|
|  | \$ | - |
|--|----|---|

**CONTRACT WORK:**

|  |    |        |
|--|----|--------|
|  | \$ | 28,750 |
|--|----|--------|

**PROJECT SUBTOTAL:**

|  |    |        |
|--|----|--------|
|  | \$ | 84,271 |
|--|----|--------|

**CONTINGENCIES:** 0.00%

|  |    |   |
|--|----|---|
|  | \$ | - |
|--|----|---|

**PROJECT TOTAL:**

|       |    |        |
|-------|----|--------|
| ***** | \$ | 84,271 |
|-------|----|--------|

**CURRENT AUTHORIZED BUDGET:**

|       |    |   |
|-------|----|---|
| ***** | \$ | - |
|-------|----|---|

**TOTAL SUPPLEMENT REQUESTED:**

|       |    |        |
|-------|----|--------|
| ***** | \$ | 84,271 |
|-------|----|--------|

**DIVISION OF COST:**

|          |         |    |               |
|----------|---------|----|---------------|
| Agency   | 100.00% | \$ | 84,271        |
| Railroad | 0.00%   | \$ | -             |
|          |         | \$ | <b>84,271</b> |

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: V Matts STV

Approved by: CTA

CSXT Public Project Group

DATE: 07/21/25

REVISED:

DATE: 07/22/25

Pub EB - GA State of GeorgiaESTIMATE SUBJECT TO REVISION AFTER: 7/22/2026 DOT NO.: 340455TCITY: CartersvilleCOUNTY: BartowSTATE: GADESCRIPTION: Bridge replacement along Sugar Valley Road over Nancy Creek including road reconstruction at grade in CSXT RoW,  
Meter Pole replacementZONE: AtlantaSUB-DIV: CartersvilleMILEPOST: 0JG 0.61

DRAWING NO.: \_\_\_\_\_ DRAWING DATE: \_\_\_\_\_

AGENCY PROJECT NUMBER: \_\_\_\_\_

**PRELIMINARY ENGINEERING:**

Contracted &amp; Administrative Engineering Services (GEC)

\$ -

\$ -

\$ -

Subtotal

\$ -

**CONSTRUCTION ENGINEERING/INSPECTION:**

Contracted &amp; Administrative Engineering Services (GEC)

\$ 50,521

\$ -

Contracted &amp; Administrative Engineering Services (Admin-Embed.)

\$ 5,000

Subtotal

\$ 55,521

**FLAGGING SERVICE: (Contract/CSX Labor)**

Engineering Labor (Foreman/Inspector/Flagman)

0

Days @

\$ 700.00

\$ -

Additive

174.70% (Engineering Department)

\$ -

Subtotal

\$ -

**COMMUNICATIONS WORK:**

Temporary (Details Attached)

\$ -

Permanent (Details Attached)

\$ -

Subtotal

\$ -

**TRACK: LABOR**

Traffic Control

0

MAN-HRS

\$ 46.00

\$ -

Remove Existing Crossing

0

MAN-HRS

\$ 46.00

\$ -

Renew Cross Ties

0

MAN-HRS

\$ 46.00

\$ -

Renew Rail

0

MAN-HRS

\$ 46.00

\$ -

Install OTM

0

MAN-HRS

\$ 46.00

\$ -

Install Field Welds

0

MAN-HRS

\$ 46.00

\$ -

Install Geo-Textile Fabric

0

MAN-HRS

\$ 46.00

\$ -

Install Sub-Drains

0

MAN-HRS

\$ 46.00

\$ -

Install Ballast

0

MAN-HRS

\$ 46.00

\$ -

Line and Surface

0

MAN-HRS

\$ 46.00

\$ -

Install Crossing Materials

0

MAN-HRS

\$ 46.00

\$ -

Install Bituminous Pavement

0

MAN-HRS

\$ 46.00

\$ -

0

MAN-HRS

\$ 46.00

\$ -

0

MAN-HRS

\$ 46.00

\$ -

0

MAN-HRS

\$ 46.00

\$ -

0

MAN-HRS

\$ 46.00

\$ -

0

MAN-HRS

\$ 46.00

\$ -

0

MAN-HRS

\$ 46.00

\$ -

Clean-Up

0

MAN-HRS

\$ 46.00

\$ -

Additive

174.70%

\$ -

Subtotal

\$ -

**TRACK: MATERIAL**

|                                        |       |     |           |             |
|----------------------------------------|-------|-----|-----------|-------------|
| Cross Ties, Main Line                  | 0     | EA  | \$ 65.00  | \$ -        |
| Cross Ties, Preplated*                 | 0     | EA  | \$ 115.00 | \$ -        |
| Cross-Ties, Branch Line                | 0     | EA  | \$ 65.00  | \$ -        |
| Crossties, 10' Length                  | 0     | EA  | \$ 75.00  | \$ -        |
| Tie Plates                             | 0     | EA  | \$ 14.00  | \$ -        |
| Rail, 136RE, New                       | 0     | LF  | \$ 34.00  | \$ -        |
| Misc. OTM                              | 0     | LOT | \$ -      | \$ -        |
| Geo-Textile Fabric                     | 0     | RL  | \$ 930.00 | \$ -        |
| Sub-Drains                             | 0     | LF  | \$ 6.00   | \$ -        |
| Ballast - Car load                     | 0     | NT  | \$ 30.00  | \$ -        |
| Ballast - Trucked in                   | 0     | NT  | \$ 50.00  | \$ -        |
| Field Welds                            | 0     | EA  | \$ 180.00 | \$ -        |
| Concrete Full Width                    | 0     | TF  | \$ 310.00 | \$ -        |
| Concrete/Rubber Xing (CSX)             | 0     | TF  | \$ 300.00 | \$ -        |
| Rubber Crossing, Full Depth            | 0     | TF  | \$ 325.00 | \$ -        |
| Timber/Asphalt Crossing (CSX Standard) | 0     | TF  | \$ 150.00 | \$ -        |
| Bituminous Material                    | 0     | NT  | \$ 310.00 | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
|                                        | 0     |     | \$ -      | \$ -        |
| Sales Tax on Material                  | 7.42% | Y   |           | \$ -        |
| Material Handling                      | 5.00% |     |           | \$ -        |
| <b>Subtotal</b>                        |       |     |           | <b>\$ -</b> |

**CONTRACT:**

|                             |     |      |              |                  |
|-----------------------------|-----|------|--------------|------------------|
| Asphalt Paving (In Place)   | 0   | NT   | \$ 310.00    | \$ -             |
| Disposal of Waste Materials | 0   | TF   | \$ 15.00     | \$ -             |
| Maintenance of Traffic      | 0   | DAY  | \$ 500.00    | \$ -             |
| Soil Removal                | 100 | tons | \$ 36.25     | \$ 3,625         |
| Lab and manifesting cost    | 1   | LS   | \$ 8,125.00  | \$ 8,125         |
| Meter Pole Replacement      | 1   | LS   | \$ 17,000.00 | \$ 17,000        |
|                             | 0   |      | \$ -         | \$ -             |
|                             | 0   |      | \$ -         | \$ -             |
|                             | 0   |      | \$ -         | \$ -             |
|                             | 0   |      | \$ -         | \$ -             |
|                             | 0   |      | \$ -         | \$ -             |
| <b>Subtotal</b>             |     |      |              | <b>\$ 28,750</b> |

**EQUIPMENT RENTAL:**

Use for extraordinary rental or unique Service Contract

\$ -

**Subtotal** CSX vehicle and equipment rental included in overhead percentage

\$ -

**WORK TRAIN:**

|                 |   |     |             |             |
|-----------------|---|-----|-------------|-------------|
|                 | 0 | DAY | \$ 2,100.00 | \$ -        |
| <b>Subtotal</b> |   |     |             | <b>\$ -</b> |

**SALVAGE:**

|                 |   |    |          |             |
|-----------------|---|----|----------|-------------|
| Rail            | 0 | NT | \$ 65.00 | \$ -        |
| OTM             | 0 | NT | \$ 75.00 | \$ -        |
| <b>Subtotal</b> |   |    |          | <b>\$ -</b> |

**SIGNAL WORK:**

|                                 |             |
|---------------------------------|-------------|
| Material - Field & Consumables  | \$ -        |
| Material - Sales Tax            | \$ -        |
| Material - Shop                 | \$ -        |
| Construction Labor              | \$ -        |
| Shop Labor                      | \$ -        |
| RR Engineering,Preliminary      | \$ -        |
| RR Engineering,Construction     | \$ -        |
| Additives to Construction Labor | \$ -        |
| Additives to Shop Labor         | \$ -        |
| Additives to Engineering        | \$ -        |
| Equipment Expense               | \$ -        |
| Waste Management                | \$ -        |
| Contract Engineering            | \$ -        |
| Freight                         | \$ -        |
| AC Power Service                | \$ -        |
| Salvage                         | \$ -        |
| Other                           | \$ -        |
| <b>Subtotal</b>                 | <b>\$ -</b> |

**PROJECT SUBTOTAL:****\$ 84,271****CONTINGENCIES:**0.00%

\$ -

**PROJECT TOTAL:****\$ 84,271****CURRENT AUTHORIZED BUDGET:****\$ -****TOTAL SUPPLEMENT REQUESTED:****\$ 84,271****DIVISION OF COST:**

|          |              |                  |
|----------|--------------|------------------|
| Agency   | 100.00%      | \$ 84,271        |
| Railroad | <u>0.00%</u> | \$ -             |
|          |              | <b>\$ 84,271</b> |

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: V Mattis STV

Approved by: CTA

DATE: 07/21/25

REVISED: \_\_\_\_\_

DATE: 07/22/25

Project Manager - Public Projects

## ESTIMATE OF ENGINEERING FEES

STV Proposal or Job Number:

**4022536-xxxx**

**Client Job Number:**

OP#

**Project Description/Location:**

Cartersville, Bartow County, GA; Bridge replacement along Sugar Valley Road over Nancy Creek including road reconstruction at grade CSXT; 340455T, Atlanta Zone, Cartersville Sub, OJG-0.61. PI No. 0016596

**Client:**

CSX Transportation, Inc.

## GEC Assignment

TBD

**Design Assumptions:**

High level, limited review of project submittals to determine compliance with CSXT specifications and standards in accordance with the Public Projects Manual. Project Management of contractor work within CSXT RoFw. Estimate includes flagging coordination, approximately 14 site visits; Travel (5hrs RT), Some overnight stays may be required. Project Management, Admin, and Reporting.  
15 months estimated from NPT to PCN

Client understands and agrees that STV internal budgets may be moved and/or adjusted, but will not exceed the original total estimate, unless first authorized by the client.

Prepared By/Date:

ADMIN \_\_\_\_\_

Reviewed By/Date:

COORD \_\_\_\_\_

Reviewed By/Date:

VAM 7/22/2025

**Direct Labor Estimate:**

### Manhours by Classification

| <u><b>Direct Labor Estimate:</b></u>                                 |  | OIC             | RR ENGR           | PROJ Admin        | SR ENGR           | Eng             | CM Manager      | OSR                | PROJ COOR         | SR TECH           | Total      |
|----------------------------------------------------------------------|--|-----------------|-------------------|-------------------|-------------------|-----------------|-----------------|--------------------|-------------------|-------------------|------------|
| task                                                                 |  | 215             | 175               | 162               | 142               | 120             | 150             | 135                | 106               | 95                |            |
|                                                                      |  | 2180<br>RGF     | 2100<br>JAS       | 2100<br>VAM       | 232<br>BH         | 232<br>JB/TC    | 2200<br>JRH     | 416<br>all         | 426<br>JH/KJW/CS  | 426<br>NGWR       |            |
| <b>1 PROJECT SETUP</b>                                               |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| CN File setup - budget confirmation                                  |  | 1               |                   | 2                 |                   |                 |                 |                    | 2                 | 3                 | 8          |
|                                                                      |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| <b>2 OFFICE REVIEW</b> - including but not limited to submittals for |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| Access Means and Methods                                             |  |                 | 1                 |                   | 4                 | 1               |                 |                    |                   |                   | 6          |
| Emergency Action Plan                                                |  |                 | 1                 |                   | 2                 | 1               |                 |                    |                   |                   | 4          |
| General Means and Methods                                            |  |                 | 1                 |                   | 12                | 2               |                 |                    |                   |                   | 15         |
|                                                                      |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| <b>3 FIELD REVIEW</b>                                                |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| Site Preparation/Work                                                |  |                 |                   |                   |                   |                 |                 | 10                 |                   |                   | 10         |
| Misc & Periodic site visits 12                                       |  |                 |                   |                   |                   |                 |                 | 120                |                   |                   | 120        |
| Final Walk through                                                   |  |                 |                   |                   |                   |                 |                 | 8                  |                   |                   | 8          |
| Travel (14 visits @ 5hrs RT)                                         |  |                 |                   |                   |                   |                 |                 | 70                 |                   |                   | 70         |
| CM Coordination w TS                                                 |  |                 |                   |                   |                   |                 |                 | 5                  |                   |                   | 5          |
| Flagging Coordination                                                |  |                 |                   |                   |                   |                 |                 |                    | 5                 |                   | 5          |
| QA/QC reporting and filing                                           |  |                 |                   |                   |                   |                 |                 |                    | 7                 |                   | 7          |
|                                                                      |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| <b>4 PROJECT MGMT / REPORTING</b>                                    |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| Project Management / Contract Admin                                  |  | 2               | 5                 | 5                 |                   |                 | 5               |                    | 30                |                   | 47         |
| Cost Control & Accounting                                            |  |                 |                   |                   |                   |                 |                 |                    |                   | 30                | 30         |
| Unifier Documentation & Review                                       |  |                 |                   |                   |                   |                 |                 |                    |                   | 30                | 30         |
| CE Closeout                                                          |  |                 |                   | 2                 |                   |                 |                 |                    | 3                 | 2                 | 7          |
|                                                                      |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
|                                                                      |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
|                                                                      |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
|                                                                      |  |                 |                   |                   |                   |                 |                 |                    |                   |                   | -          |
| <b>Manhour Totals:</b>                                               |  | 3               | 8                 | 9                 | 18                | 4               | 5               | 213                | 47                | 65                | <b>372</b> |
| Hourly Payroll Rate:                                                 |  | \$0.00          | \$0.00            | \$0.00            | \$0.00            | \$0.00          | \$0.00          | \$0.00             | \$0.00            | \$0.00            |            |
| Direct Labor:                                                        |  | \$0.00          | \$0.00            | \$0.00            | \$0.00            | \$0.00          | \$0.00          | \$0.00             | \$0.00            | \$0.00            |            |
| Overhead Multiplier (excluding fees):                                |  | 0.000           | 0.000             | 0.000             | 0.000             | 0.000           | 0.000           | 0.000              | 0.000             | 0.000             |            |
| Unit Billing Rate (including fees):                                  |  | \$215.00        | \$175.00          | \$162.00          | \$142.00          | \$120.00        | \$150.00        | \$135.00           | \$106.00          | \$95.00           |            |
| <b>TOTAL DL + OH:</b>                                                |  | <b>\$645.00</b> | <b>\$1,400.00</b> | <b>\$1,458.00</b> | <b>\$2,556.00</b> | <b>\$480.00</b> | <b>\$750.00</b> | <b>\$28,755.00</b> | <b>\$4,982.00</b> | <b>\$6,175.00</b> |            |

**Direct Non-Salary Cost (DNSC) Estimate:**

| Direct Non-Salary Cost (DNSC) Estimate: |  |  |  | UNITS | UNIT COST |  |  | ITEM COST |
|-----------------------------------------|--|--|--|-------|-----------|--|--|-----------|
| Travel (14 @ 250 miles RT)              |  |  |  | 3,500 | \$0.670   |  |  | 2,345.00  |
| Air Fare, per airline ticket            |  |  |  | 0     | \$500.00  |  |  | 0.00      |
| Ground Transport, per vehicle-trip      |  |  |  | 0     | \$30.00   |  |  | 0.00      |
| Meals, per person per day               |  |  |  | 5     | \$55.00   |  |  | 275.00    |
| Lodging, per room-night                 |  |  |  | 5     | \$125.00  |  |  | 625.00    |
| Reproduction                            |  |  |  | 0     | \$100.00  |  |  | 0.00      |
| Blackline or Blueline Prints, per sheet |  |  |  | 0     | \$0.80    |  |  | 0.00      |
| Photographs                             |  |  |  | 0     | \$12.00   |  |  | 0.00      |
| Postage - Miscellaneous                 |  |  |  | 1     | \$75.00   |  |  | 75.00     |
| other (describe):                       |  |  |  | 0     | \$0.00    |  |  | 0.00      |
| other (describe):                       |  |  |  | 0     | \$0.00    |  |  | 0.00      |
| other (describe):                       |  |  |  | 0     | \$0.00    |  |  | 0.00      |

\* - rates are suggested; modify as needed

TOTAL DNSC:

**\$3,320**

## Subconsultant

**Estimate:**

| Subconsultant<br>Estimate: | SUBS W/O MARKUP  |            |           | SUBS WITH MARKUP |            |  |           |
|----------------------------|------------------|------------|-----------|------------------|------------|--|-----------|
|                            | UNITS            | UNIT COST* | ITEM COST | UNITS            | UNIT COST* |  | ITEM COST |
| Sub A (name)               |                  |            | 0.00      |                  |            |  | 0.00      |
| Sub B (name)               |                  |            | 0.00      |                  |            |  | 0.00      |
| Sub C (name)               |                  |            | 0.00      |                  |            |  | 0.00      |
| Sub D (name)               |                  |            | 0.00      |                  |            |  | 0.00      |
|                            | SUBS w/o MARKUP: |            | \$0.00    | SUBS w/ MARKUP:  |            |  | \$0.00    |

\*Client understands and agrees that STV internal budgets may be moved and/or adjusted, but will not exceed the original total estimate, unless first authorized by the client.



Letter of Justification for \$5M & \$10M RPL Insurance

1590 Marietta Blvd NW  
Atlanta, GA 30318

April 5, 2024

Mrs. Jill L. Franks  
State Railroad Liaison Engineer  
Georgia Department of Transportation  
Office of Utilities – 10th Floor  
600 W. Peachtree Street NW  
Atlanta, GA 30308

Subject: **Request for increase of Railroad Protective Liability Insurance.  
Cartersville, Bartow County, GA; Bridge replacement along Sugar Valley  
Road over Nancy Creek including road reconstruction at grade CSXT;  
340455T, Atlanta Zone, Cartersville Sub, 0JG-0.61. PI No. 0016596  
OP# GA2734**

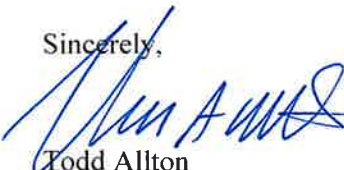
Dear Mrs. Franks,

CSXT is requiring Railroad Protective Liability Insurance in the amount of \$5,000,000 per occurrence, \$10,000,000 aggregate for the aforementioned project. These limits for FHWA-funded projects are currently permissible under 23 C.F.R. 646.111(b) which states, in part, "...In cases involving real and demonstrable danger of appreciably higher risks, higher dollar amounts of coverage for which premiums will be reimbursed from Federal funds shall be allowed."

The current train traffic on the Cartersville subdivision during a typical day through the limits of this project is three (3) movements per day at a maximum authorized speed of up to 10 MPH with no passenger service. This represents an average of one (1) day through train, one (1) night through train, and one (1) switching train.

CSX feels the presence of this volume of local, as well as switching trains operating in this corridor, meets the qualifications for the requested increase in Railroad Protective Liability Insurance.

Sincerely,

  
Todd Allton For Todd Allton  
Project Manager II - Public Projects

cc: [Insurancedocuments@csx.com](mailto:Insurancedocuments@csx.com)



### **Increased Railroad Protective Liability Insurance Limits.**

It has been over 30 years since the Federal Highway Administration (FHWA), in 1980, established the reimbursement eligibility of basic RPL coverage with limits of \$2,000,000 million per occurrence, \$6,000,000 million aggregate on FHWA-funded projects. Recognizing that railroads' operating costs have increased dramatically since 1980, FHWA has implemented many new and revised regulatory provisions that have expanded the scope and raised the levels of reimbursable costs under Federal regulations and, specifically, Title 23. Nevertheless, FHWA has to date not increased the basic RPL limits to account for equally dramatic increases in railroads' risk exposure over this same period.

An adjustment to the basic RPL limits for FHWA-funded projects is currently permissible under 23 C.F.R. 646.111(b) which states, in part, "...In cases involving real and demonstrable danger of appreciably higher risks, higher dollar amounts of coverage for which premiums will be reimbursed from Federal funds shall be allowed." Further FHWA guidance provides that in determining whether higher coverage limits are necessary, consideration should be given to the size of the project, the amount and type of railroad traffic passing through the project area, and the volume of traffic generated by the contractor's activities.

This project involves the GDOT contractor using heavy equipment on or near railroad right of way and adjacent to active railroad tracks. This line segment moves all types of freight and there are no restrictions on the movement of hazardous material via this route.

The proposed activities at this project work site have a real and demonstrable danger of appreciably higher risks as a result of an event. These risks include, but are not limited to an event causing derailment of a train, damage to one or more locomotives, damage to one or more railroad cars and their cargo, damages to private or public property, damage to contractor equipment, the project work, construction material, and damage to private or public property. In addition to the potential for damage to property an event could cause injury or death to one or more railroad employees, contractor employees, state employees and the general public.

The following factors directly influence the potential cost of an incident involving railroad property or operations on a construction project, and illustrate the dramatic increase in risk exposure since FHWA established the basic RPL limits:

- The value of goods typically carried by railroads generally mirrors the state of the national economy as reflected in the Consumer Price Index (CPI), which has increased nearly 300 percent since 1980.
- The Railroad Cost Recovery Index (RCR), which measures railroad inflation in much the same manner as the CPI (i.e. by measuring changes in the price levels of inputs to railroad operations such as wages, fuel, materials and other operating expenses) has increased almost 340% since 1980.
- The railroad industry's actual operating expenses tripled between 1975 and 2011.
- The average cost of a railroad freight car in 1975 was \$17,163. By 2010, that cost had more than quadrupled to \$75,422.
- The average cost of a new diesel locomotive in 1975 was \$250,000. The cost today is over \$2,000,000 per locomotive. A new GenSet locomotive is approximately six times more expensive than the cost of a traditional diesel locomotive in rebuilt condition.
- The average railroad worker earned \$15,324 in 1975. As of 2011, that figure had risen to \$76,667.
- Virtually all rail lines carry or, over the course of a project's construction, will carry some sort of cargo that is deemed to be "hazardous".

As is evident from this data, the dollar amount of damages from possible events could be \$5,000,000 or higher for a single event and therefore it is appropriate for CSXT to require RPL insurance with dollar amounts of at least \$5,000,000 per occurrence and \$10,000,000 aggregate. Without adequate RPL coverage levels, CSXT will routinely be exposed to substantial economic losses resulting from construction projects or other actions undertaken by outside parties or agencies and involving work on, over, beneath or near CSXT property that generally is of no direct benefit to CSXT.

Consequently and in light of the facts set forth above, as well as supporting documentation that is routinely available within the insurance industry further substantiating the need for increased levels of RPL coverage, CSXT remains firm in its position that increased levels of RPL are justified and permissible under the provisions of 23 C.F.R. 646.111(b).

Date: August 18, 2025

Revised: Sept. 3, 2025

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

PI No. 0016596, Bartow County

**CSX Transportation, Inc.**  
Railroad PE File No. GA2734

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Bridge Replacement project on CS 963/Sugar Valley Road over Nancy Creek in the City of Cartersville, Bartow County, Georgia. The work will require construction activities within the right of way of the Railroad at RR inv. No. 340455T, RRMP 0JG – 000.610. The average train movement through this area is approximately 3 trains per day at typical speeds of 10 mph. There are no passenger trains at this location.

1. AUTHORITY OF RAILROAD ENGINEER AND HIGHWAY ENGINEER:

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

The authorized representative of the Chief Engineer, hereinafter referred to as the Highway Engineer, shall have authority over all other matters as prescribed herein and in the Department's Standard Specifications, current edition at the time of the project let date.

2. NOTICE OF STARTING WORK:

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

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

Victoria Matts, Project Manager  
STV  
Consultant for CSX Transportation, Inc.  
4345 South Point Blvd, Suite 200  
Jacksonville, FL 32216

State Utilities Engineer  
Georgia Department of Transportation  
One Georgia Center 10<sup>th</sup> Floor  
600 West Peachtree Street NW  
Atlanta, Georgia 30308

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Cell: 904-651-0902

[Victoria.Matts@stvinc.com](mailto:Victoria.Matts@stvinc.com)

AND

James A. Schonk, PE – Project Manager

STV

Consultant for CSX Transportation, Inc.

4345 South Point Blvd, Suite 200

Jacksonville, FL 32216

Cell: 904-445-9894

[James.Schonk@stvinc.com](mailto:James.Schonk@stvinc.com)

- (2) Obtained written authorization from the Railroad to begin work on Railroad right-of-way. Such authorization may include an outline of specific and general conditions with which the Contractor must comply, including but not limited to obtaining a Right of Entry.
  - (3) Obtained written approval from the Railroad of railroad protective and general liability insurance coverage as required by paragraph 11 herein.
  - (4) Furnished a schedule for all work within the Railroad right-of-way as required by paragraph 6 B (1) herein.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, area of responsibility of each representative shall be specified.
3. INTERFERENCE WITH RAILROAD OPERATIONS AND PROPERTY:
- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, and communication services, or damage to the facilities or property of the Railroad or tenants on the right-of-way of the Railroad. Whenever work is liable to affect such operations, safety, facilities, or property, the method of doing such work shall first be submitted to the Railroad Engineer for review and approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging and inspection by the Railroad shall be deferred by the Contractor until the flagging and inspection required by the Railroad is available at the job site.
  - B. Whenever work within Railroad right-of-way is of such a nature that impediment to Railroad operations such as use of runaround or detour tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations, facilities, and property of the Railroad, the Contractor shall make such provisions. If in the judgement of the Railroad Engineer, or in his absence, the Highway Engineer, such provision is insufficient, either may require or make such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

### 4. CONSTRUCTION PROCEDURES:

#### A. General:

Construction work and operations by the Contractor on Railroad right-of-way, or property, shall be:

- (1) Subject to the inspection and approval of the Railroad.
- (2) In accord with the Railroad's most current version prior to project final plans approval by Railroad of *Public Project Information For Construction and Improvement Projects That May Involve the Railroad* and additional written outline of specific conditions if provided by the Railroad.
- (3) In accord with the Railroad's general rules, regulations, and requirements including those relating to safety, fall protection, and personal protective equipment. Safety guidelines are given in paragraph 10 herein.
- (4) In accord with this special provision and Railroad Special Provision.

#### B. Track Clearances:

The minimum track clearances to be maintained by the Contractor during construction are shown on the highway project plans and included in project special provisions or other contract documents. Clearances less than these will not be permitted unless specifically authorized by the Railroad Engineer. If minimum clearances are not stated in project plans and or contract documents, then such clearances shall be specified by the Railroad Engineer.

#### C. Temporary Excavation:

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

#### D. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits for construction of bridges, walls, footings,

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

drainage pipes or structures under or adjacent to tracks, and any other structures or construction, including the driving of piles or sheeting, adjacent to tracks to provide adequate lateral and vertical support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for excavation and shoring, shall first be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. Before submission of plans to the Railroad Engineer for approval, such plans shall first be reviewed by the Department's Office of Bridge and Structural Design. Shoring plans submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.

### E. Demolition, Erection, Hoisting:

- (1) Railroad tracks and other railroad property must be protected from damage during the procedure.
- (2) The contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.
- (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.
- (8) The Railroad's representative must be present at the site during the entire demolition and erection procedure period.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (9) All procedures, plans, and calculations shall first be approved by the Highway Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

F. Blasting:

- (1) The Contractor shall obtain advance approval from the Railroad Engineer and the Highway Engineer for use of explosives on or adjacent to Railroad right-of-way. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

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

(2) The Railroad Representative will:

- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if, in its opinion, blasting is too hazardous or is not in accord with this special provision.

(3) Other Requirements:

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

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

### G. Maintenance and Repair of Railroad Facilities:

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

### H. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked unattended near the track or on the Railroad right-of-way shall be effectively immobilized so that it cannot be moved by unauthorized persons. Safety guidelines are given in paragraph 10 herein.

### I. Cleanup:

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

### 5. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to its work, employees, servants, equipment and materials caused by Railroad traffic.

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- 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.

### 6. FLAGGING SERVICES:

#### A. When Required

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations and facilities. In general, the requirements for flagging will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or within distances as may be specified by Railroad's authorized representative, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. These requirements include situations where a crane, or other piece of equipment, is located such that its boom, or extremity, could move and pass within 20 feet of the centerline of a track or within a distance as may otherwise be specified by Railroad's authorized representative. Safety guidelines are given in paragraph 10 herein. **Normally the Railroad will assign one flagman to a project, based on an 8 hour workday and 40 hour workweek, but in some cases more than one may be necessary.**

#### B. Scheduling and Notification

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

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

some cases it may be necessary to give 6 days notice before flagging service may be discontinued and payment stopped.

- (3) If, after the flagman is assigned to the project site, unusual circumstances or conditions arise which require the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs incurred by the Contractor resulting from such delays shall be the sole responsibility of the Contractor.

### C. Payment

- (1) **The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall not delegate this responsibility to any subcontractor or any other party.** The Department will not reimburse the Railroad for any costs of the flagging which is required by the Contractor's work. The cost of flagging service is approximately **\$243.75** per hour or **\$1950.00** per day based on an 8-hour work day and 40-hour work week. This cost includes the base pay for the flagman, overhead, and generally includes travel expenses, meals, lodging, equipment, etc. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagman in excess of 8 hours per day and 40 hours per week may result in overtime pay at 1 ½ time the appropriate rate. Also, certain unusual conditions may arise which may result in overtime pay at 2 times the appropriate rate. Railroad work involved in preparing and handling bills may also be charged to the Contractor. Charges to the Contractor by the Railroad shall be in accordance with Federal-Aid Highway billing procedures and requirements as contained in applicable provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, and shall further be on the same basis as the Department would be billed by the Railroad if the Department was paying for the charges.
- (2) The Contractor shall make advance deposit of funds based on estimate of the cost of protective flagging or other services as determined by the Railroad. The cost for Railroad services shall then be assessed by the Railroad against this advanced deposit. Upon completion of the Project, any unused funding will be returned to the Contractor. If the Railroad's cost exceeds the advance deposit(s), a request will be made to the Contractor for additional funds or an invoice will be issued to the Contractor for final payment. The Contractor shall remit payment to the Railroad within thirty (30) days of receipt of either a request for additional funds or an invoice.

### D. Verification

- (1) The Contractor will review and sign the Railroad flagman's semi-monthly

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

time sheet, or other similar documentation, attesting that the flagman was present during the time recorded.

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

### 7. TRANSPORTING MATERIALS AND EQUIPMENT ACROSS TRACKS:

Any existing or temporary grade crossings, work mats, or other means needed during construction by the Contractor for transporting materials of any nature or equipment across railroad tracks or property of Railroad will be the responsibility of the Contractor to handle directly with the Railroad and to make all necessary arrangements and to obtain all required approvals. The Contractor may be required to execute a written agreement with the Railroad to cover such matters and appropriate time should be allowed for the preparation and handling of such agreement. The Contractor will be required to bear all costs incidental to such matters including but not limited to watching and flagging services by Railroad personnel, Right of Entry Agreements or Private Crossing Agreement. Agreement extensions may require additional payment. Safety guidelines are given in paragraph 10 herein.

### 8. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

### 9. COOPERATION AND DELAYS

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railway traffic,

## SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

any work performed or to be performed by the Railroad, or other delay incident to or necessary for safe maintenance of railway traffic and facilities, or for any delays due to compliance with this special provision.

### 10. SAFETY GUIDELINES:

#### A. Guidelines for Personnel on Railroad Right-of-Way

- (1) All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- (2) No one is allowed within 25 feet of the centerline of track without specific authorization from the flagman.
- (3) All persons working near track while train is passing are to look out for dragging bands, chains and protruding or shifted cargo.
- (4) No one is allowed to cross tracks without specific authorization from flagman.
- (5) All welders and cutting torches working within 25 feet of the track must stop when train is passing.
- (6) No steel tape or chain will be allowed to cross or touch rails without permission.

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

- (1) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 feet of the centerline of track without specific permission from railroad official and flagman.
- (2) No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- (3) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (4) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (5) Swinging loads must be secured to prevent movement while train is passing.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (6) No loads will be suspended above a moving train.
- (7) No equipment will be allowed within 25 feet of centerline of track without specific authorization of the flagman.
- (8) Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- (9) No equipment or load movement within 25 feet or above a standing train or railroad equipment without specific authorization of flagman.
- (10) All operating equipment within 25 feet of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (11) All equipment, loads, and cables are prohibited from touching rails.
- (12) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (13) No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- (14) All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (15) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

11. INSURANCE:

See Exhibit A attached.

12. FAILURE TO COMPLY:

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

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

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

13. PAYMENT FOR COST OF COMPLIANCE:

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

Office of Utilities

EXHIBIT A

INSURANCE REQUIREMENTS

- 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:

Insurance Policies

Contractor, if and to the extent that either is performing work on or about CSX's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSX and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/ or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i) Broad Form Nuclear Exclusion – IL 0021
    - (ii) 30-day Advance Notice of Non-renewal or cancellation

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(iii) Required State Cancellation Endorsement

(iv) Quick Reference or Index – CL/IL 240

g. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31

(ii) A Punitive or Exemplary Damages Exclusion

(iii) A “Common Policy Conditions” Endorsement

(iv) Any endorsement that is not named in Section 4 (e) or (f) above.

(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSX may require.

B. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Victoria Matts & Chris Simmons

STV

[Victoria.Matts@stvinc.com](mailto:Victoria.Matts@stvinc.com)

[Christopher.Simmons@stvinc.com](mailto:Christopher.Simmons@stvinc.com)

With paper copy to:

State Utilities Engineer

Georgia Department of Transportation

One Georgia Center 10<sup>th</sup> Floor

600 West Peachtree Street NW

Atlanta, Georgia 30308

2. Neither Agency nor its Designee may begin work on or about CSX property until written approval of the required insurance has been received from CSX or CSX's Insurance Compliance vendor, Ebix.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**P. I. No: 0016596**

**County: Bartow**

**Section 205—Roadway Excavation**

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*Retain Sub-section 205.2 and add the following:*

**205.2.01.B Waste Disposal Areas**

Soil that is excavated on CSX Transportation right of way shall not be removed from the property without permission from a CSX Transportation representative. Contractor will be responsible for any needed stockpiling and handling of the soil while on CSX Transportation property and keeping the stockpiles soil in place. Existing BMP line items will be used to pay for the necessary erosion control. Also, any excess soil that is not re-used within CSX Transportation right of way shall be tested by a CSX Transportation representative in accordance with CSX Transportation soil and water management policy. Contractor would then load and transport excess soil to either (WM Pine Bluff Landfill, Ball Ground GA; Republic Richland Creek Landfill, Buford GA; or Republic Oak Grove Landfill, Winder, GA) the permitted lined municipal soil waste landfills approved by CSX Transportation.

**205.5 Payment**

Payment for this Item, complete and accepted, will be made at the Contract Unit Price Per Cubic Yard (meter). Payment will be full compensation for hauling all materials, labor, tools, equipment, and incidentals necessary to complete the Item satisfactorily, excluding the landfill fee.

Payment will be made under:

|                  |                            |                |
|------------------|----------------------------|----------------|
| Item No 205-1001 | Removal of Soil - Railroad | Per Cubic Yard |
|------------------|----------------------------|----------------|

Office of Utilities