

Account No. - Class:
Department ID:
Program No.:

AGREEMENT

GDOT Contract ID No.: _____

Project: , County

PI No.

RR File #:

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

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

NORFOLK SOUTHERN RAILWAY COMPANY, a corporation, chartered in the State of Virginia, hereinafter styled the RAILROAD, party of the second part.

CENTRAL OF GEORGIA RAILROAD COMPANY, a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

THE GEORGIA NORTHERN RAILWAY COMPANY, a corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, a corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

TENNESSEE, ALABAMA AND GEORGIA RAILWAY COMPANY, a Corporation, chartered in the State of Delaware, hereinafter styled the RAILROAD, party of the second part.

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, a Corporation, chartered in the State of Alabama, hereinafter styled the RAILROAD party of the second part.

LIVE OAK, PERRY AND SOUTH GEORGIA RAILWAY COMPANY, a Corporation, chartered in the State of Florida, hereinafter styled the RAILROAD, party of the second part.

CHATHAM TERMINAL COMPANY, a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

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

GULF AND OHIO RAILWAY, INC. D/B/A ATLANTIC AND GULF RAILROAD COMPANY, INC., a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

GEORGIA & FLORIDA RAILWAY, L.L.C., a Delaware Limited Liability Company, organized in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

GEORGIA SOUTHWESTERN RAILROAD, INC., a Corporation, chartered in the State of Delaware, hereinafter styled the RAILROAD, party of the second part.

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GEORGIA AND ALABAMA DIVISION, GEORGIA SOUTHWESTERN RAILROAD, INC., a Corporation, chartered in the State of Delaware, hereinafter styled the RAILROAD, party of the second part.

GEORGIA CENTRAL RAILWAY, L.P., a Limited Partnership, organized in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

GEORGIA NORTHEASTERN RAILROAD COMPANY, INC., a Corporation, chartered in the State of Tennessee, hereinafter styled the RAILROAD, party of the second part.

OGEECHEE RAILWAY COMPANY, a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

ST. MARYS RAILROAD COMPANY, a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

VALDOSTA RAILWAY, L.P., a Limited Partnership, organized in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

SANDERSVILLE RAILROAD COMPANY, a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

CHATTOOGA AND CHICKAMAUGA RAILWAY COMPANY, a Corporation, chartered in the State of Mississippi, hereinafter styled the RAILROAD, party of the second part.

THE GREAT WALTON RAILROAD COMPANY, a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

GEORGIA WOODLANDS RAILROAD, L.L.C., a Limited Liability Company, organized in the State of Colorado, hereinafter styled the RAILROAD, party of the second part.

HEART OF GEORGIA RAILROAD COMPANY, INC., a corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

HARTWELL RAILROAD COMPANY, a corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the second part.

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

_____ COUNTY, a political subdivision of the State of Georgia, hereinafter styled the COUNTY, party of the third part.

WITNESSETH that:

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

WHEREAS, (enter the railroad involvement of project description including RR milepost and crossing ID #); and

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

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

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

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

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

INTRODUCTORY PAGE FOR RAILROAD AGREEMENTS

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

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

(RR participation only)

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

WHEREAS, the ___(Railroad)_ agrees to reimburse the DEPARTMENT for the cost of \$_____ for eliminating the grade crossing as hereinafter provided.

INTRODUCTORY PAGE FOR RAILROAD AGREEMENTS

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:

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- 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 DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the RAILROAD (also add 3rd party if applicable) of the new project designation. Such change in project designation shall have no effect whatsoever on any other terms of this agreement.
- 2) It is agreed that the regulatory provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, (hereinafter referred to as CFR) shall govern the work and procedures covered by this agreement and are by reference incorporated herein.
 - a) It is agreed that in accord with Title 23 of the CFR, Chapter I, Subchapter G, Part 646, Subpart B, Section 646.210 the work proposed under this Agreement shall not benefit the RAILROAD and that the RAILROAD shall not participate in any of the cost of making surveys, preparing plans, acquiring materials and performing the work covered under this Agreement.
 - b) The RAILROAD shall furnish the necessary materials and perform the work on an actual cost basis. All materials which are required to complete the work will be purchased direct by the RAILROAD or furnished from RAILROAD stock in accordance with Part 140, Subpart I, of CFR. Any portion of the work contemplated under this agreement may be let to contract by the RAILROAD through competitive bidding or the RAILROAD may use the services of a contractor which works for the RAILROAD on a routine basis under a written continuing contract subject to the terms and conditions of the aforesaid CFR, and with prior review and approval by the 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.
 - d) In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only current exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these current exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

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

PARALLEL ENCROACHMENT **(if more than one leave heading)**

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

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- 4) The DEPARTMENT will construct and 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 _____ for \$_____ prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by DEPARTMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

GRADE CROSSING (if more than one leave heading)

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

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- a) RAILROAD shall attempt to schedule and coordinate the required grade crossing work so that it is performed in conjunction with the DEPARTMENT's roadway construction project in the area of the crossing. The paving and / or traffic control at the crossing may then be performed by the DEPARTMENT's contractor. If the RAILROAD cannot so schedule and coordinate its work, then the RAILROAD will be responsible for paving and / or providing traffic control at the crossing and these items will be covered under and charged to this agreement. Signing and other traffic control measures provided by the RAILROAD during construction shall be in accordance with PART VI of the Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as required by the DEPARTMENT's Engineer.
- 9) RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated _____ for \$_____ prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Installation of new grade crossings or adjustment of existing grade crossings shall be in accordance with project plans and the DEPARTMENT's **Standard No. 9021 A**. Any work to be done and performed by the RAILROAD working with its employees, shall be subject to the labor regulations applicable to construction contracts for grade crossing projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by DEPARTMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

HIGHWAY OVERPASS(if more than one leave heading)

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

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which will not encroach on the reasonable requirements for maintaining the highway facilities. All other rights are reserved unto the RAILROAD.

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

HIGHWAY UNDERPASS(if more than one leave heading)

- 13) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants unto the DEPARTMENT an easement across its right-of-way for the purpose of constructing _____ said highway underpass and approaches thereto, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications and special provisions, which are identified by the project number shown above, as finally approved by

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the RAILROAD and DEPARTMENT(also 3rd party if applicable), are hereby made a part hereof by reference. Said easement/construction is more particularly described as shown on project plan sheets which is/are attached hereto and made a part hereof.

- a) Such easement hereby granted is limited to the use for highway purposes of space required for approaches to said underpass and for abutments, foundations and other parts of the underpass and is limited vertically by the lesser of a horizontal surface 20 feet above the roadway surface of said underpass and approaches or the bottom of the superstructure beams together with the use of reasonable additional space for aforesaid purpose and for access to the highway facilities for maintenance purposes, it being understood that the easement shall not restrict the RAILROAD from utilizing the air space over said bridge for railroad operations and for wire lines or other facilities which will not encroach on the reasonable requirements for maintaining the highway facilities. All other rights are reserved unto the RAILROAD.
 - b) DEPARTMENT (also 3rd party if applicable), in carrying out its maintenance responsibilities of the highway facilities, agrees to obtain permission from the RAILROAD before undertaking any work which may interfere with or be a real or potential hazard to passage of trains or other railroad operations.
 - c) RAILROAD agrees to notify the DEPARTMENT (also 3rd party if applicable) prior to undertaking the use of air space over the easements and prior to starting the construction of any fixed installation, other than its customary signal and communication facilities, within 8 feet of the topside of said underpass or within 15 feet of said easement, it being understood that such use will afford reasonable protection and safety to the highway facilities and highway traffic and will not unreasonably interfere with lighting, ventilation and maintenance of the highway facilities by the DEPARTMENT(also 3rd party if applicable).
- 14) DEPARTMENT will construct and maintain (or local government will maintain)said highway underpass and approaches thereto in accordance with the plans, specifications and special provisions which are identified by the project number shown above, approved by all parties, and made a part of this agreement by reference. The DEPARTMENT further agrees that said work shall be done and performed in accordance with the reasonable requirements of RAILROAD in such manner as to prevent interruption of, interference with or danger or delay to railroad operations.
- 15) The RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated _____ for \$_____, prepared in accord with aforesaid CFR, said estimate being attached hereto and made a part of this agreement. Any work to be done and performed by the RAILROAD not to be done and performed by the regular organized forces of the RAILROAD working under current agreements with its employees, shall be subject to the labor regulations applicable to construction contracts for grade separation projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to

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RAILROAD by DEPARTMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

Progress Bills (Actual Cost)

BILLING AND PAYMENT

- 16) 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.
- 17) 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.
- 18) 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 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.
- 19) 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.

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Final Bill Only (seldom used)

BILLING AND PAYMENT

- 20) Upon completion of the work the RAILROAD shall submit one final and complete bill of eligible costs prepared in accordance with the provisions of aforesaid CFR by Federal Highway Administration 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 total cost of the work as ascertained by computing the items of the 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 bill the RAILROAD the 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. Such payment shall not constitute acceptance by the RAILROAD of the audit findings and disallowances. For audit purposes, the 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, when applicable, at the General Office of the RAILROAD during the progress of the work and for a period of not less than three (3) years from the date conditional final payments has been received by the RAILROAD.
- 21) 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. The RAILROAD shall provide appropriate credit for betterment of facilities or payments by third parties, including the prorated share of engineering expenses, in the future Railroad Agreement for installation of the proposed facilities to be designed under this Agreement.
- 22) 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, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.
- 23) DEPARTMENT will not be bound to pay any amount in excess of the detailed cost estimate(s) attached hereto, nor for any items of work not provided for in the detailed cost estimate(s). In the event it is determined that a substantial change in the work to be performed by RAILROAD will be required or that an abnormal increase in the cost anticipated will be incurred by RAILROAD, a written change or extra work order approved by DEPARTMENT will be required as provided in the aforesaid CFR. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written

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notice given to RAILROAD by DEPARTMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.

Lump Sum

BILLING AND PAYMENT

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

The RAILROAD expressly agrees that the 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. The RAILROAD shall provide appropriate credit for betterment of facilities or payments by third parties, including the prorated share of engineering expenses, in the future Railroad Agreement for installation of the proposed facilities to be designed under this Agreement.

- 25) 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. The DEPARTMENT shall not be liable for payment of any bill received more than 12 months after all work on this project is completed and the project is accepted by the RAILROAD and DEPARTMENT unless the RAILROAD has requested an extension of the billing period in writing.

PARTICIPATION (Choose 1 of the 4)

This one may be the original language:

- 26) The RAILROAD agrees to contribute a lump sum amount of \$ _____ toward replacement of said bridge and approaches. This amount shall be due to the DEPARTMENT upon **execution and authorization** of this agreement and completion and acceptance of the project.

This one is for Actual Cost of the Bridge Construction:

- 27) The RAILROAD agrees to contribute _____% of the actual and final cost of the project not to exceed \$ _____. This amount shall be due to the DEPARTMENT

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upon statement rendered to the RAILROAD by the DEPARTMENT upon execution and authorization of this agreement and completion and acceptance of the project.

This one is for using the 5% Estimated cost: (Most Often Used)

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

This one if for At-Grade Crossings:

- 29) The _____ agrees to reimburse the DEPARTMENT for the actual cost of installing or adjusting the grade crossing(s) on this project which is now estimated to be \$_____ according to the attached estimate. Payment shall be made to the DEPARTMENT upon statement rendered to the _____ by the DEPARTMENT upon execution and authorization of this agreement and completion and acceptance of the project. Said statement shall be for the actual and final cost of the work performed by the RAILROAD.

CONSULTING ENGINEERING SERVICES

- 30) The RAILROAD shall provide **preliminary (possibly remove on construction agreements)** and 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.

CLOSING

- 31) 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

AGREEMENT

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.

- 32) The DEPARTMENT agrees that it will secure the payment bond required under Section 13-10-1 (b) (2) (A) of the Official Code of Georgia Annotated and that such bond will cover the work to be done and for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the contract. The DEPARTMENT will furnish the RAILROAD a photocopy of the bond secured for the project. 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.
- 33) 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.
- 34) 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.

Choose one of the following:

- 35) 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.

Choose the below one if the RR isn't having to do anything and it is an award notice:

- 36) 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 notification of award of the project to a construction contract.
- 37) 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.
- 38) 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.

AGREEMENT

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

WITNESSES AS TO RAILROAD:

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 _____

RECOMMENDED:

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

Signed, sealed, and delivered this
_____ day of _____
20_____, in the presence of:

Project No.: STP00-0003-01(033)
COUNTY: Fulton
PI No.: 720570
Date: August 1, 2008, JLF

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the Department.

BY: _____

TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

AGREEMENT

Original 5/17/2013

Revised 7/26/2013

Exhibit A

GEORGIA

DEPARTMENT OF TRANSPORTATION

BUY AMERICA

CERTIFICATE OF COMPLIANCE

Date _____, 20____

WE, _____

(UTILITY/RAILROAD OWNER)

Address: _____

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

(Insert Project P.I. No. and Description Here)

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

These files will be available for inspection and verification by the Department and/or FHWA.

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

Signed by _____
(Officer of Organization)

Title _____

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

Notary Public/Justice of the Peace

My Commission Expires: _____

AGREEMENT

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contracting Entity: CSX Transportation, Inc.
Address: 500 Water Street, J301 Jacksonville, FL 32202
Contract No. and Name: CSOOURRX140379, GA0574, Agreement for bridge replacement on SR11

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Revised 12/01/2011

AGREEMENT

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
--

Contracting Entity: Norfolk Southern Railroad ← Delete and put in subsidiary name
Address: 1200 Peachtree Street, N.E. Box 142, Atlanta, GA 30309
Contract No. and Name: CSOOURRX140603, Agreement for rehabilitation of bridges on I-20

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Revised 12/01/2011