

RESOLUTION 20-1

WHEREAS, plans are completed for the construction of the west-side portion of the Springfield-Sangamon County Transportation Center (The HUB); and,

WHEREAS, plans are underway for Usable Segment III of the Springfield Rail Improvements Project; and,

WHEREAS, a Construction and Maintenance Agreement between Sangamon County and the Norfolk Southern Railway Company is necessary for the construction to proceed.

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its Regular Reconvened Adjourned September Session, assembled this 13<sup>th</sup> day of January, A.D. 2025 that the Construction and Maintenance Agreement between Sangamon County and the Norfolk Southern Railway Company, be approved; and,

BE IT FURTHER RESOLVED, by the County Board of Sangamon County that the Chairman of the County Board is hereby authorized and directed to sign said Agreement on behalf of Sangamon County.

I, Don Gray, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a RESOLUTION adopted by the County Board of Sangamon County at its REGULAR RECONVENED ADJOURNED SEPTEMBER SESSION, assembled this 13th day of January, A.D., 2025.

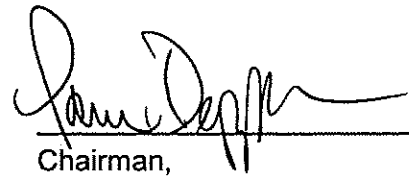
I certify that the correct TIN/FEIN for Sangamon County is 37-6002039  
Legal Status: Governmental

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Springfield in said County, this 13th day of January, A.D., 2025.

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
Chairman, Sangamon County Board

Respectfully submitted



\_\_\_\_\_  
Chairman,  
Buildings and Grounds Committee  
Sangamon County Board

FILED

JAN 10 2025

*Don Gray*  
Sangamon County Clerk

This Construction and Maintenance Agreement, hereinafter referred to as the "AGREEMENT" made and entered into by and between Sangamon County in Illinois hereinafter referred to as the "COUNTY" and Norfolk Southern Railway Company, hereinafter referred to as the "COMPANY" collectively referred to as the "PARTIES" and individually referred to as a "PARTY."

**WITNESSETH:**

WHEREAS, the COUNTY proposes to construct and maintain a new transportation center known as the Springfield-Sangamon County Transportation Center, Usable Segment IIIc of the Springfield Rail Improvements Project. The proposed construction and maintenance includes a new grade separated pedestrian structure over existing COMPANY tracks near MP DH414.32, and future Union Pacific tracks, and construction and maintenance of new passenger station platforms along the future Union Pacific tracks, within Union Pacific property and adjacent to the existing COMPANY tracks, together hereinafter referred to as the "PROJECT;" and

WHEREAS, the COUNTY has agreed to advertise, let and award the contract(s) for the PROJECT; and

WHEREAS, the PARTIES will construct, at no expense to the COMPANY, the PROJECT at or near MP DH414.32 as shown on Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, the Illinois Commerce Commission issued an order on June 15th, 2023 authorizing construction of the PROJECT in Docket No. T22-0134 hereinafter referred to as "ICC Order"; and

WHEREAS, pursuant to the ICC Order, the COMPANY is willing to permit the COUNTY's contractor(s) to enter upon the COMPANY's right of way hereinafter

referred to as "PREMISES" for construction and maintenance of the PROJECT upon the terms and conditions of this AGREEMENT, and in accordance with the limits of construction shown on Exhibit 2 attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, which by reference are incorporated herein, and in further consideration of the following, the PARTIES hereto agree as follows:

SECTION 1. (*Plan Preparation*) The preliminary plans, detailed plans and specifications for the PROJECT shall be prepared by or for the COUNTY at its expense, and all such plans and specifications affecting the interests of the COMPANY shall be subject to approval by the COMPANY's authorized representative.

SECTION 2. (*Force Account Cost Estimate*) The estimates of cost for on-site representative services, protective services and administration have been prepared by the COMPANY at the expense of the COUNTY, and have been approved by an authorized representative of the COUNTY. The estimates are included in Exhibit 3 hereto and may be modified by mutual consent of the PARTIES upon changes in work scope.

SECTION 3. (*Changes to Plans and Specifications*) No changes shall be made on the portions of the approved plans and specifications covered by this AGREEMENT by each PARTY hereto without the consent in writing of every PARTY.

SECTION 4. (*Scope of Work*) The PARTIES hereto shall construct or cause to be constructed, in substantial accordance with the approved plans and specifications, the following items of work:

A. WORK BY THE COUNTY. The COUNTY shall furnish or cause to be furnished all the labor, materials and work equipment required to perform and complete the following:

1. The COUNTY or its contractor shall construct the new grade separated pedestrian structure that will connect the new Amtrak Station across the existing COMPANY tracks, and the future Union Pacific rail corridor to new passenger platforms on the east side of the future Union Pacific corridor within the future Union Pacific property, as shown on Exhibit 1 attached hereto and made a part hereof. The passenger platforms will be constructed adjacent to the Union Pacific tracks, and the east platform will be accessed via the grade separated pedestrian bridge, stairway(s), and elevator(s). The new grade separated structure will also connect the Amtrak Station to the Springfield Mass Transit District (SMTD) Transfer Facility across the future Union Pacific rail corridor and existing COMPANY tracks, as shown on Exhibit 1.
2. The COUNTY agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around COMPANY operations to protect the COUNTY, or its contractor, when construction activities are taking place on or adjacent to the COMPANY property, rail corridor and/or has the potential to foul the COMPANY's tracks or operations. All expenses for the qualified protective services shall be borne by the COUNTY. Prior to use, COMPANY has the right to ensure the qualified protective services used is properly equipped to provide services around COMPANY operations to ensure safety.
3. Incidental work necessary to complete the item(s) hereinabove specified.

The COUNTY shall award its work to a competent and experienced contractor(s) who has (have) adequate equipment, organization, training, and finances, and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the COMPANY's interests.

Per the Alternative Federal-State procedure in 23 C.F.R. § 646.220, the COUNTY will certify that the construction work at the job site is complete, acceptable, and in accordance with the terms of this

AGREEMENT. A representative of the COUNTY shall be present at the job site during construction to observe the work.

B. WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the COUNTY, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, (23 C.F.R. 140 J) and supplements, as well as Chapter I, Subchapter G, Part 646 (23 C.F.R. 646) and supplements, all the labor, materials and work equipment required to perform and complete the following:

1. On site COMPANY representative services as set forth in the force account estimate in Exhibit 3.
2. Incidental work necessary to complete the item(s) hereinabove specified, including but not limited to, attendance at project meetings (such as the pre-construction conference described in Section 6) document and agreement preparation, and applicable record development and production.

The estimated cost of COMPANY's work as to construction and set forth above is \$133,787 plus a contingency of \$13,379 for a total of \$147,166 as shown on the detailed estimates in Exhibit 3, attached hereto and made a part hereof.

SECTION 5. (*Project Specifications*) The COUNTY shall require its contractor(s) to perform his/her (their) work in accordance with the PROJECT specifications as so approved in accordance with Section 1 and the Special Provisions as defined in Section 19.

SECTION 6. (*Pre-construction Conference*) Subsequent to the award of any contract(s), and before any work is started on this PROJECT,

a conference shall be held between the representatives of the COUNTY, the COMPANY, and the COUNTY's contractor(s), at a place designated by the COUNTY's representative and at a time mutually agreeable to all PARTIES, for the purpose of coordinating the work to be performed by the several PARTIES, and at which time a schedule of operations will be adopted. The COUNTY and COMPANY will work in good faith to complete the construction of the PROJECT.

SECTION 7. (*Right of Way Entry Limits*) Subject to the provisions of Section 14, the COUNTY shall prohibit its contractor from entering upon or utilizing any of the COMPANY's property, rail corridor, or right of way beyond the limits shown on Exhibit 2 attached hereto and made a part hereof for the purpose of constructing the PROJECT. Within the limits shown on Exhibit 2 attached hereto and made a part hereof, the COUNTY shall require its contractor(s), before entering for the performance of any construction work or work preparatory thereto, to notify the authorized representative of the COMPANY and to comply with the COMPANY's recommendations and requirements relative to railroad clearances, operations, and general safety guidelines and requirements of Section 13 and 19.

SECTION 8. (*Ownership and Maintenance*) The COMPANY will not be responsible for maintenance of components to be maintained by the COUNTY. See Exhibit 4 attached hereto and made a part hereof. The COUNTY will own and be responsible for the maintenance of the new transportation center, including the pedestrian grade separated structure,

stairway(s), elevator(s) and passenger platforms, as such structures are to be built with the intention of enabling future relocation of the Union Pacific Railroad's Springfield railroad operations to the 10<sup>th</sup> Street Corridor as required per applicable law. For avoidance of doubt, COMPANY has no ownership interest in any of the structures related to providing passenger service constructed and maintained under this AGREEMENT, including the pedestrian grade separated structure and the passenger platforms.

The COUNTY further agrees that it will inspect or cause to be inspected the grade separated pedestrian structure on a yearly basis. Upon request by the COMPANY, COUNTY will provide the latest structural inspection report. Such structural inspection report will be equivalent to other required reporting of publicly used vehicular overhead bridges or prepared and stamped by a licensed registered engineer in the state of Illinois.

SECTION 9. (*Cost Records and Billing*) The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it or for its account in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section 4 hereof, may bill the COUNTY monthly for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its force account estimate work, shall within ninety (90) days render to the COUNTY a detailed statement of the actual cost and expense as incurred by it or for its account

in accordance with the applicable Federal principles and based on the full costs plus approved additives. In particular, COUNTY agrees to reimburse costs and expenses, including without limitation labor surcharges, insurance, department support costs, vehicles and equipment, and fixed general and administrative, using the most current additive rates as audited and approved by the Georgia Department of Transportation and the Federal Highway Administration, in accordance with applicable provisions of the Federal-Aid Policy Guide, 23 C.F.R. Part 140 Subpart I. After the COUNTY's representatives have checked the progressive invoices or the final statement and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the COUNTY shall make such payments to the COMPANY within sixty (60) days of receipt of the invoices.

The COMPANY shall maintain, for a minimum of 3 years after the completion of this AGREEMENT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the Auditor General and other COUNTY and Federal auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other COUNTY or Federal auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of



the COUNTY for the recovery of any funds paid by the COUNTY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or COUNTY representatives have audited the expenses as incurred by the COMPANY under this AGREEMENT, including such amounts as may have been suspended from any previous payment, the COUNTY shall promptly reimburse the COMPANY for the retained percentages and suspended amounts, less the deduction of any item(s) of expense as may be found by the Federal or COUNTY representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the Federal or COUNTY representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the COUNTY for the overpayment.

SECTION 10. (*Subject to Federal Regulations*) The PROJECT shall be subject to all currently applicable Federal laws, rules, regulations, orders, and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work, and procedure in general. The COUNTY will reimburse the COMPANY as hereinbefore provided for only such items of work and expense and in such amounts and forms as are proper and eligible for payment.

SECTION 11. (*Non-discrimination*) It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to

participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprises requirements of 49 C.F.R. Part 26 apply to this AGREEMENT. The COUNTY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT. In the event any of COMPANY's work is performed by other than COMPANY forces, the COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT.

The COMPANY, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. In the event any of COMPANY's work is performed by other than COMPANY forces, the COMPANY shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. The COUNTY shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. Failure by either the COMPANY or the COUNTY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as deemed appropriate.

In the event any of COMPANY's work is performed by other than COMPANY forces, the provisions of the Illinois Prevailing Wage Act, 820

ILCS 130/1 *et seq.*, shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the COUNTY of Labor and are available on the COUNTY's official website." The COUNTY agrees to comply with applicable prevailing wage requirements in its award and administration of this AGREEMENT.

SECTION 12. (*Termination by the COUNTY*) In the event that delays or difficulties arise in securing Federal approval, in acquiring rights of way, in settling damages or damage claims, or for any other cause that in the opinion of the COUNTY render it impracticable to proceed with the construction of the PROJECT, then at any time before actual construction is started, the COUNTY may serve formal notice of cancellation upon the COMPANY and this AGREEMENT shall thereupon become null and void after all costs incurred by the COMPANY prior to the COUNTY'S formal notice have been reimbursed by the COUNTY (provided that any sums paid to COMPANY for any property interests previously conveyed to COUNTY by COMPANY shall not be refunded or modified).

At the time this AGREEMENT was executed, there were funds available for the construction of the PROJECT. However, funding obligations assumed by the COUNTY under this AGREEMENT and the COUNTY'S payment obligations to the COMPANY under this AGREEMENT shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Railroad Administration or any other relevant government entity, in any fiscal year, fail to appropriate or otherwise make available funds for the construction of the PROJECT. In the event of such

failure to obtain appropriate funding to satisfy COUNTY's payment obligations under this AGREEMENT, COMPANY may terminate this AGREEMENT in accordance with this Section and may, at its option, remove any and all PROJECT structures within the COMPANY's rail corridor.

SECTION 13. (*Right of Entry*) The COMPANY, insofar as its rights, title, and interest enables it to do and subject to its rights to operate and maintain its railway and railway appurtenances along, in, and over its right-of-way, grants the COUNTY and the COUNTY's contractors, without compensation, the right to enter upon the premises, for the purpose of construction of the PROJECT, provided that, prior to entry upon lands of the COMPANY, COUNTY and/or any contractor of the COUNTY must execute and deliver to COMPANY a construction right-of-entry agreement as provided in Exhibit 6 attached hereto and made a part hereof together with certificate(s) of insurance required therein.

SECTION 14. (*Use and Condition of the PREMISES*) The PREMISES shall be used by the COUNTY only for the construction and maintenance of the PROJECT and for no other purpose without the prior written consent of the COMPANY, which consent may be withheld by the Company in its sole discretion. The COUNTY accepts the PREMISES in its current "as is" condition, as suited for the construction and maintenance of the PROJECT and without the benefit of any improvements to be constructed by the COMPANY except insofar as contemplated by Section 4(B) of this AGREEMENT.

SECTION 15. (*Construction*) The PARTIES shall construct, and the COUNTY shall maintain, the PROJECT at no expense to COMPANY and in such a manner as will not interfere with the operations of the COMPANY (except as approved by the COMPANY) or endanger persons or property of the COMPANY, and in accordance with the plans and specifications approved by the COMPANY in accordance with Section 1 and Section 5 of this AGREEMENT.

SECTION 16. (*Environmental Matters*) The COUNTY assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the construction on, and maintenance of, the PREMISES and/or to any contamination of any property, water, air or groundwater arising or resulting from the COUNTY's permitted operations or uses of the COMPANY's property pursuant to this AGREEMENT. In addition, the COUNTY shall obtain any necessary permits to construct and maintain the PROJECT.

(*COUNTY's Indemnification for Railway*) The COUNTY hereby agrees to be responsible for and to indemnify, release and save harmless the COMPANY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever that arises in any manner from the construction, maintenance, or presence of the COUNTY's pedestrian bridge and any other structures constructed and/or maintained pursuant to this

AGREEMENT, regardless of cause, and whether caused directly or indirectly by the negligence of COMPANY, its officers, agents, or employees, or otherwise; provided, however, that if, under the law applicable to enforcement of this AGREEMENT, the agreement to indemnify against the indemnified party's own negligence is invalid, then in that event the COUNTY's obligation to indemnify the COMPANY, its officers, agents and employees under this Section shall be reduced in proportion to the negligence of COMPANY, if any, that proximately and directly contributed to such personal injury or property damage. .

SECTION 17. (*Insurance*) Without limiting in any manner the liabilities and obligations assumed by the COUNTY under any other provision of this AGREEMENT, and as additional protection to the COMPANY, the COUNTY shall require its contractor to procure and maintain, in a form and with insurance companies satisfactory to COMPANY, the following insurance policies: the insurance policies specified in the Special Provisions, as those Special Provisions are described in Section 19 of this AGREEMENT, including without limitation:

- A. A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard

(XCU) coverage, shall be endorsed to name the COMPANY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and

- B. A single Railroad Protective Liability Insurance Policy naming the COMPANY, shall be carried in limits of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit \$10,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide. Chapter 1, Subchapter G. Part 646, Subpart A, 23 C.F.R. 646A.

SECTION 18. (*Railway Support*) The COMPANY shall furnish, at the COMPANY's option and at the sole expense of the COUNTY, labor and materials necessary, in the COMPANY's sole judgment, to support its tracks during the construction, maintenance, repair, renewal or removal of the PROJECT.

SECTION 19. (*Special Provisions for Protection of Railway Interests*) In connection with the construction and maintenance of the PROJECT, it is agreed that the safety of people and the safety and continuity of the COMPANY's rail operations shall be of first importance. The COUNTY shall require its employees, agents, contractors, and invitees to utilize and comply with the COMPANY's directives in this regard and shall require its contractor(s) to comply with all COMPANY Special Provisions for Protection of Railway Interests, ("Special Provisions"), attached hereto as Exhibit 7 and incorporated herein by reference, or any subsequent amendment or replacement thereof. As used in the COMPANY

Special Provisions, the COUNTY is the "Contractor" should the COUNTY enter onto the PREMISES to perform any work contemplated by this AGREEMENT. To ensure such compliance, the COUNTY shall assign a project manager to function as a single point-of-contact for the COUNTY. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit 7.

SECTION 20. (*Safety of Railway Operations*) If the COMPANY becomes aware of any safety violations committed by the COUNTY, its employees, agents, contractors, and/or invitees (including without limitation patrons of or visitors to the passenger services), the COMPANY shall so notify the COUNTY. The COUNTY shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, the COMPANY may take corrective actions and shall notify the COUNTY promptly thereafter. The COUNTY shall reimburse the COMPANY for actual costs incurred in taking such emergency measures. The COMPANY assumes no additional responsibility for safety on the PREMISES for the COUNTY, and its employees, agents, contractors, and/or invitees by taking these corrective actions, and the COUNTY and its agents/contractors shall retain full responsibility for such safety violations.

SECTION 21. (*Corrective Measures*) If the COUNTY fails to take any corrective measures requested by the COMPANY in a timely manner, or if an emergency situation is presented which, in the COMPANY's judgment, requires immediate repairs, the COMPANY, at



the COUNTY's expense, may undertake such corrective measures or repairs as the COMPANY deems necessary or desirable.

SECTION 22. (*Miscellaneous*) All exhibits, attachments, riders and addenda referred to in this AGREEMENT are incorporated into this AGREEMENT and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this AGREEMENT. Each covenant of the COMPANY and the COUNTY under this AGREEMENT is independent of each other covenant under this AGREEMENT. No default in performance of any covenant by a PARTY shall excuse the other PARTY from the performance of any other covenant.

SECTION 23. (*Notice to PARTIES*) Whenever any notice, statement or other communication is required under this AGREEMENT; it shall be sent to the contact below except as otherwise provided in this AGREEMENT unless otherwise specifically advised.

As to the COUNTY:  
Sangamon County  
Attn: Brian Davis  
Sangamon County Engineer  
3003 Terminal Avenue  
Springfield, IL 62707

As to COMPANY:  
Norfolk Southern Railway Company  
c/o Norfolk Southern Corporation  
Attn: System Engineer Public Projects  
650 W. Peachtree St. NW – Box 45  
Atlanta, GA 30308

Each PARTY may, by notice in writing, direct that future notices or demands be sent to a different contact name or address. All notices

20-18

hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

SECTION 24. (*Severability*) The invalidity of any section, subsection, clause or provision of this AGREEMENT shall not affect the validity or the remaining sections, subsections, clauses or provisions of this AGREEMENT.

SECTION 25. (*No Third Party Beneficiary*) This AGREEMENT shall be for the benefit of the PARTIES only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this AGREEMENT, except the COMPANY, the COUNTY, and their respective successors and assigns.

SECTION 26. (*Force Majeure*) The PARTIES agree to pursue the completion of the construction of the PROJECT in accordance with the requirements of this AGREEMENT. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this AGREEMENT. In no event shall Force Majeure events excuse the COUNTY from its obligation to make payment to the COMPANY in accordance with this AGREEMENT. Further, the PARTIES agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected PARTY. If any PARTY is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said PARTY, then said PARTY will diligently pursue completion of the item that is delayed once said

condition or conditions are no longer in effect. For purposes of this AGREEMENT, Force Majeure events are defined as circumstances beyond a PARTY's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

SECTION 27. (*Amendment: Entire AGREEMENT*) This AGREEMENT may be amended only in writing executed by authorized representatives of the PARTIES hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the PARTIES. The provisions hereof constitute the entire AGREEMENT between the PARTIES and supersede any verbal statement, representations, or warranties. stated or implied.

SECTION 28. (*Independent Contractors*) The PARTIES agree that the COUNTY and its agents and/or contractors, shall not be deemed either agents or independent contractors of the COMPANY. Except as otherwise provided by this AGREEMENT, the COMPANY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by the COUNTY or its contractors.

Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of the COMPANY to temporarily prohibit the COUNTY, its agents, and/or contractors, or persons not associated with the COUNTY from entering COMPANY property, or to require the removal of any person from COMPANY property, if the COMPANY determines, in

its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the PROJECT exist.

SECTION 29. (*Meaning of "COMPANY"*) The word "COMPANY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by COMPANY. Said term also shall include COMPANY's officers, directors, agents, and employees, and any parent company, subsidiary or affiliate of the COMPANY and their respective officers, directors, agents, and employees.

SECTION 30. (*COUNTY Utility Adjustments*) The COMPANY shall allow the COUNTY, at no cost to the COUNTY, to access COMPANY right of way consistent with the provisions of SECTION 7 (*Right of Way Entry Limits*), SECTION 13 (*Right of Entry*), and SECTION 14 (*Use and Condition of the Premises*) for the purposes of COUNTY utility adjustments required by the PROJECT. Such utility adjustments shall be performed by the COUNTY at no expense to the COMPANY. The COUNTY shall submit application to the COMPANY and pay the required application fee for any COUNTY owned utility crossings of COMPANY property necessary to replace existing utility crossings. After review and approval of the application, the COMPANY shall grant, at no cost to the COUNTY, any necessary permits or licenses for the COUNTY to own, operate, and maintain the utilities.

SECTION 31. (*Certain Easement Transfers*) COMPANY and COUNTY agree to negotiate in good faith for COMPANY to quitclaim and

convey to COUNTY a permanent, non-exclusive easement (being an aerial easement, and as applicable surface easement, for a bridge structure to be completed according to the PROJECT plans) (“Proposed Permanent Easement”), granting County the right to use for construction and maintenance purposes the Proposed Permanent Easement in exchange for consideration mutually acceptable to COUNTY and COMPANY to be memorialized by separate agreement, with the length, width, height, and general scope of said Proposed Permanent Easement generally depicted on Exhibit 5 attached hereto and made a part hereof. The COUNTY and COMPANY will complete the Easement Transfers as provided for in a separate agreement for the property involved.

SECTION 32. (*Assignment and Successors*) This AGREEMENT shall be binding upon the PARTIES hereto, their successors or assigns.

SECTION 33. (*Additional Federal Requirements*) Since portions of the Springfield Rail Improvements Project are funded by federal grants, the FRA requires that all contractors, including the COMPANY, adhere to the applicable requirements contained in Exhibit 8.

SECTION 34. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officials as of the dates below indicated.

2022

Sangamon County

By \_\_\_\_\_

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

Date: \_\_\_\_\_

Norfolk Southern Railway Company

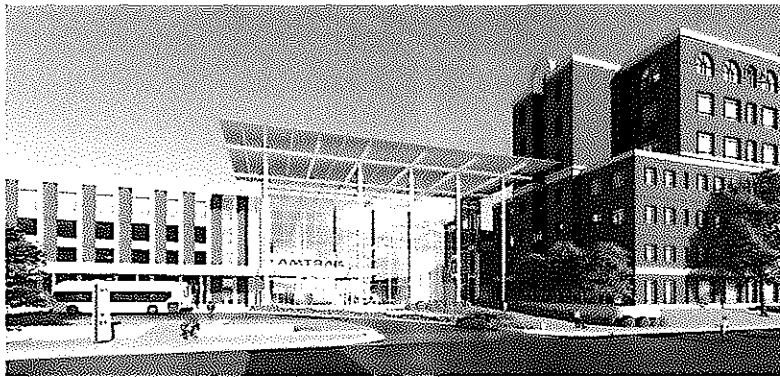
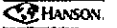
By \_\_\_\_\_

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

Date: \_\_\_\_\_

20-23

EXHIBIT 1 - PROPOSED PROJECT

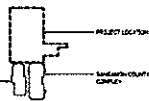
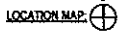


**SPRINGFIELD SANGAMON COUNTY TRANSPORTATION CENTER**

200 S 9th, Springfield, IL 62701

**90% DESIGN**

PROJECT LOCATION



**ARCHITECT**  
M.C. [Name] & ASSOCIATES  
M.C. [Name] & ASSOCIATES  
700 N. SPRINGFIELD ST  
SPRINGFIELD, IL 62701

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**CIVIL ENGINEER**  
[Name]  
[Firm Name]  
123 S 12th ST  
SPRINGFIELD, IL 62701

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**ELECTRICAL ENGINEER**  
[Name]  
[Firm Name]  
123 S 12th ST  
SPRINGFIELD, IL 62701

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**MECHANICAL ENGINEER**  
[Name]  
[Firm Name]  
123 S 12th ST  
SPRINGFIELD, IL 62701

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**STRUCTURAL ENGINEER**  
[Name]  
[Firm Name]  
123 S 12th ST  
SPRINGFIELD, IL 62701

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**LANDSCAPE ARCHITECT**  
[Name]  
[Firm Name]  
123 S 12th ST  
SPRINGFIELD, IL 62701

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**MECHANICAL PLUMBING ENGINEER**  
[Name]  
[Firm Name]  
123 S 12th ST  
SPRINGFIELD, IL 62701

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

- BUILDING CODES**
- 2012 INTERNATIONAL BUILDING CODE (IBC)
  - 2011 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
  - 2012 INTERNATIONAL MECHANICAL CODE (IMC)
  - 2008 INTERNATIONAL PIPE CODE (IPC)
  - 2014 ILLINOIS STATE PLUMBING CODE
  - 2011 NATIONAL ELECTRIC CODE (NEC)
  - 2018 ILLINOIS ACCESSIBILITY CODE (IAC)
  - 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
  - 2015 NATIONAL FIRE PROTECTION AGENCY (NFPA) 101 FOR LIFE SAFETY
  - 2020 NATIONAL FIRE PROTECTION AGENCY (NFPA) 130 FOR TRANSIT STATION LIFE SAFETY



SEAL

NO.	DATE	DESCRIPTION

PROJECT: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

90% SUBMITTAL  
CI-000

EXHIBIT 1 - PROPOSED PROJECT



SEAL

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

50% SUBMITTAL Q-001

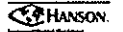
GENERAL		STRUCTURE		ELECTRICAL	
1	1.01	1	1.01	1	1.01
1	1.02	1	1.02	1	1.02
1	1.03	1	1.03	1	1.03
1	1.04	1	1.04	1	1.04
1	1.05	1	1.05	1	1.05
1	1.06	1	1.06	1	1.06
1	1.07	1	1.07	1	1.07
1	1.08	1	1.08	1	1.08
1	1.09	1	1.09	1	1.09
1	1.10	1	1.10	1	1.10
1	1.11	1	1.11	1	1.11
1	1.12	1	1.12	1	1.12
1	1.13	1	1.13	1	1.13
1	1.14	1	1.14	1	1.14
1	1.15	1	1.15	1	1.15
1	1.16	1	1.16	1	1.16
1	1.17	1	1.17	1	1.17
1	1.18	1	1.18	1	1.18
1	1.19	1	1.19	1	1.19
1	1.20	1	1.20	1	1.20
1	1.21	1	1.21	1	1.21
1	1.22	1	1.22	1	1.22
1	1.23	1	1.23	1	1.23
1	1.24	1	1.24	1	1.24
1	1.25	1	1.25	1	1.25
1	1.26	1	1.26	1	1.26
1	1.27	1	1.27	1	1.27
1	1.28	1	1.28	1	1.28
1	1.29	1	1.29	1	1.29
1	1.30	1	1.30	1	1.30
1	1.31	1	1.31	1	1.31
1	1.32	1	1.32	1	1.32
1	1.33	1	1.33	1	1.33
1	1.34	1	1.34	1	1.34
1	1.35	1	1.35	1	1.35
1	1.36	1	1.36	1	1.36
1	1.37	1	1.37	1	1.37
1	1.38	1	1.38	1	1.38
1	1.39	1	1.39	1	1.39
1	1.40	1	1.40	1	1.40
1	1.41	1	1.41	1	1.41
1	1.42	1	1.42	1	1.42
1	1.43	1	1.43	1	1.43
1	1.44	1	1.44	1	1.44
1	1.45	1	1.45	1	1.45
1	1.46	1	1.46	1	1.46
1	1.47	1	1.47	1	1.47
1	1.48	1	1.48	1	1.48
1	1.49	1	1.49	1	1.49
1	1.50	1	1.50	1	1.50
1	1.51	1	1.51	1	1.51
1	1.52	1	1.52	1	1.52
1	1.53	1	1.53	1	1.53
1	1.54	1	1.54	1	1.54
1	1.55	1	1.55	1	1.55
1	1.56	1	1.56	1	1.56
1	1.57	1	1.57	1	1.57
1	1.58	1	1.58	1	1.58
1	1.59	1	1.59	1	1.59
1	1.60	1	1.60	1	1.60
1	1.61	1	1.61	1	1.61
1	1.62	1	1.62	1	1.62
1	1.63	1	1.63	1	1.63
1	1.64	1	1.64	1	1.64
1	1.65	1	1.65	1	1.65
1	1.66	1	1.66	1	1.66
1	1.67	1	1.67	1	1.67
1	1.68	1	1.68	1	1.68
1	1.69	1	1.69	1	1.69
1	1.70	1	1.70	1	1.70
1	1.71	1	1.71	1	1.71
1	1.72	1	1.72	1	1.72
1	1.73	1	1.73	1	1.73
1	1.74	1	1.74	1	1.74
1	1.75	1	1.75	1	1.75
1	1.76	1	1.76	1	1.76
1	1.77	1	1.77	1	1.77
1	1.78	1	1.78	1	1.78
1	1.79	1	1.79	1	1.79
1	1.80	1	1.80	1	1.80
1	1.81	1	1.81	1	1.81
1	1.82	1	1.82	1	1.82
1	1.83	1	1.83	1	1.83
1	1.84	1	1.84	1	1.84
1	1.85	1	1.85	1	1.85
1	1.86	1	1.86	1	1.86
1	1.87	1	1.87	1	1.87
1	1.88	1	1.88	1	1.88
1	1.89	1	1.89	1	1.89
1	1.90	1	1.90	1	1.90
1	1.91	1	1.91	1	1.91
1	1.92	1	1.92	1	1.92
1	1.93	1	1.93	1	1.93
1	1.94	1	1.94	1	1.94
1	1.95	1	1.95	1	1.95
1	1.96	1	1.96	1	1.96
1	1.97	1	1.97	1	1.97
1	1.98	1	1.98	1	1.98
1	1.99	1	1.99	1	1.99
1	2.00	1	2.00	1	2.00





20-26

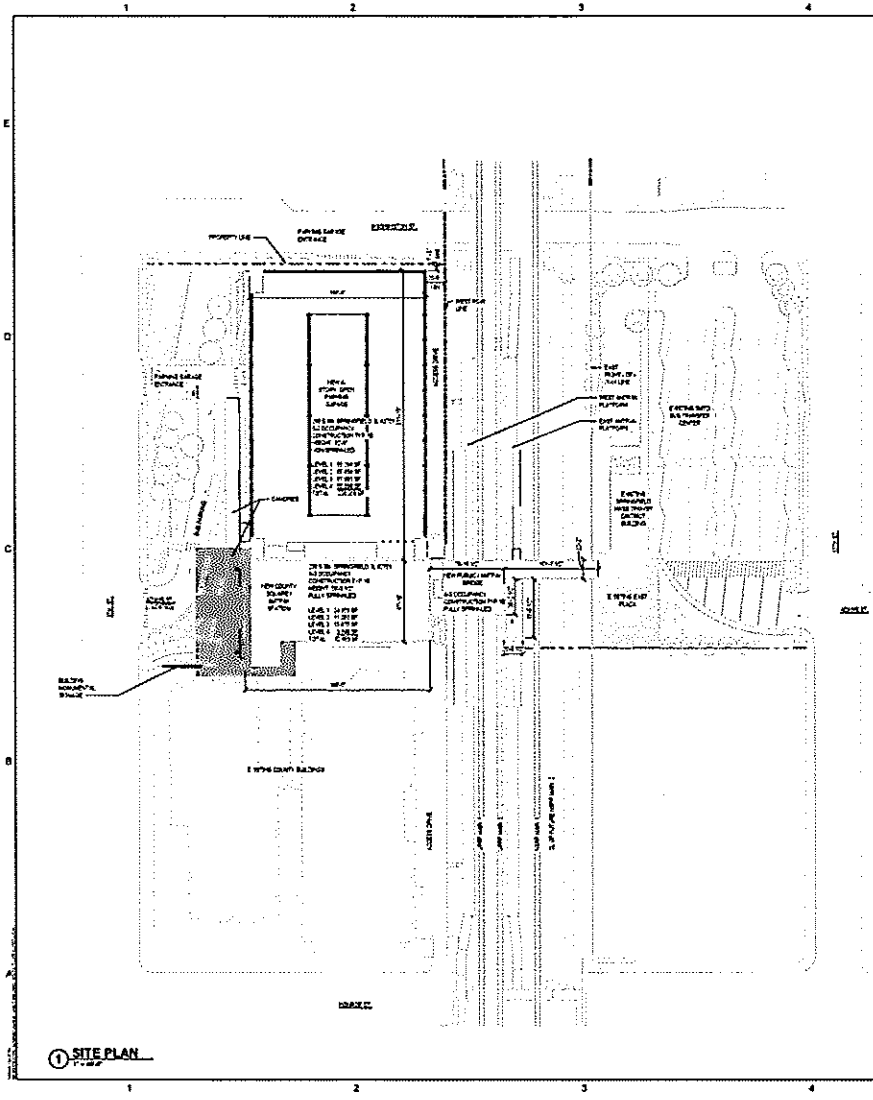
EXHIBIT 1 - PROPOSED PROJECT



Professional Engineer  
 License No. 12345  
 State of Oregon  
 1234 Main Street  
 Portland, OR 97201  
 Phone: 503-123-4567  
 Fax: 503-123-4568

**SYMBOL LEGEND**

- FUTURE
- - - - - EXISTING
- PLANT PROPOSED
- ▲ WATERWAY



1 SITE PLAN



SEAL

NO.	DATE	BY	FOR
1	12/01/20	J. HANSON	PREPARED
2	12/02/20	J. HANSON	REVISION
3	12/03/20	J. HANSON	REVISION
4	12/04/20	J. HANSON	REVISION
5	12/05/20	J. HANSON	REVISION

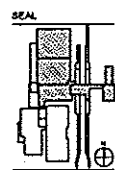
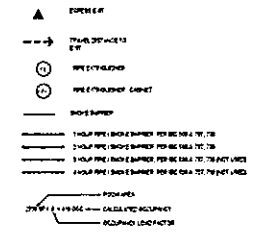
SCALE SUBMITTAL  
 G-004

EXHIBIT 1 - PROPOSED PROJECT

GENERAL NOTES - LIFE SAFETY

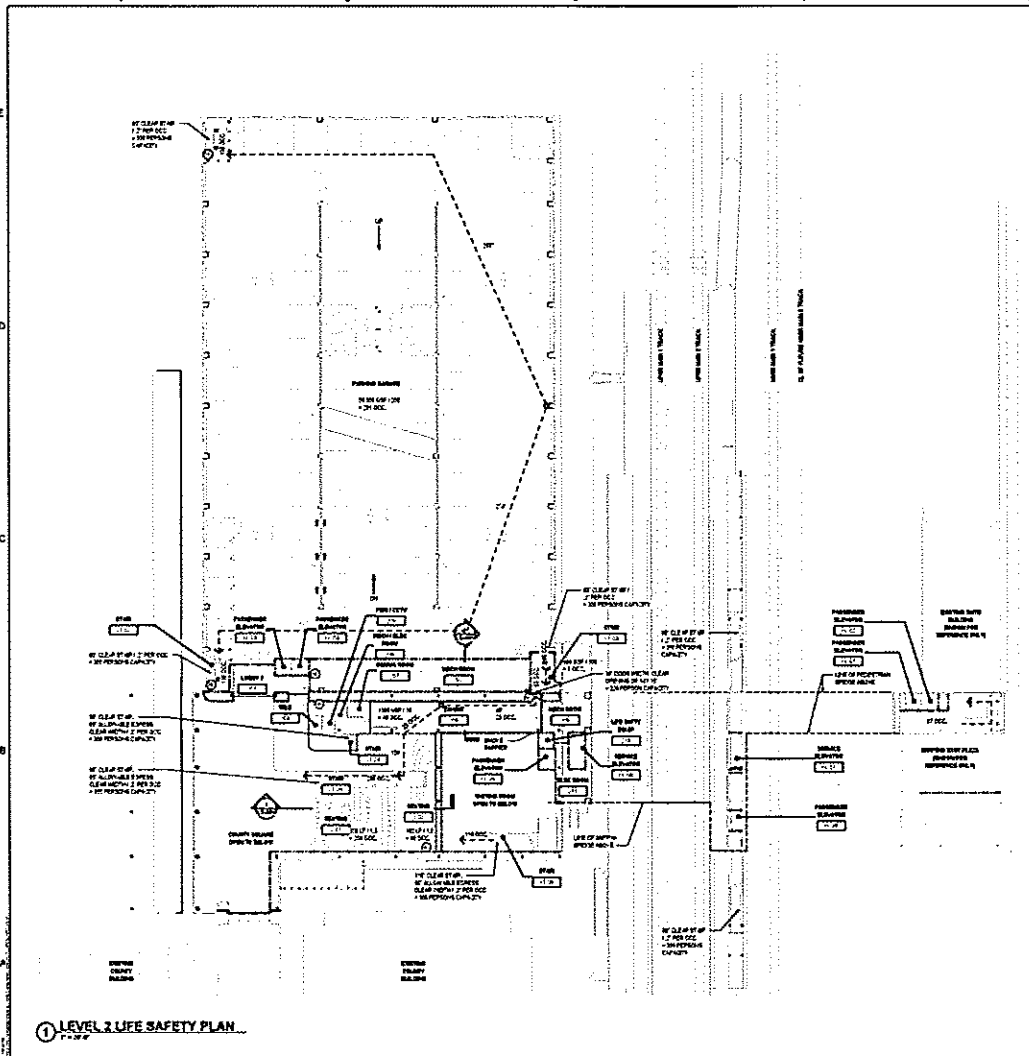
- 1. SEE SHEET 100 FOR JOBSITE.
- 2. INTERIOR WALL AND CEILING FINISHES SHALL BE CLASS 1 WITH A MAXIMUM SPEED OF 15 MPH AND A MAXIMUM DEFLECTION OF 1/4" PER FOOT.
- 3. ALL FLOOR COVERINGS SHALL BE CLASS 1 WITH A MAXIMUM SPEED OF 15 MPH AND A MAXIMUM DEFLECTION OF 1/4" PER FOOT.
- 4. ALL SLOPES SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 5. ALL EXISTING DRIVEWAYS TO BE MAINTAINED AS EXISTING. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 6. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 7. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 8. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 9. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 10. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 11. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 12. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 13. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 14. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 15. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 16. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 17. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 18. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 19. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.
- 20. ALL NEW DRIVEWAYS SHALL BE MAINTAINED TO THE ORIGINAL GRAD EXCEPT FROM ROADS AND DRIVEWAYS AND EXCEPT FOR THE EXISTING DRIVEWAY AND DRIVEWAYS.

LIFE SAFETY SYMBOLS LEGEND



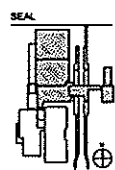
DATE	2019
PROJECT	1101111
REVISION	01
DATE	2019
REVISION	02
DATE	2019
REVISION	03
DATE	2019
REVISION	04

30% SUBMITTAL  
LS-002



① LEVEL 3 LIFE SAFETY PLAN

EXHIBIT T - PROPOSED PROJECT




SEAL

PROJECT NO. 20-28  
 SHEET NO. 22  
 DRAWN BY JFD  
 CHECKED BY JFD

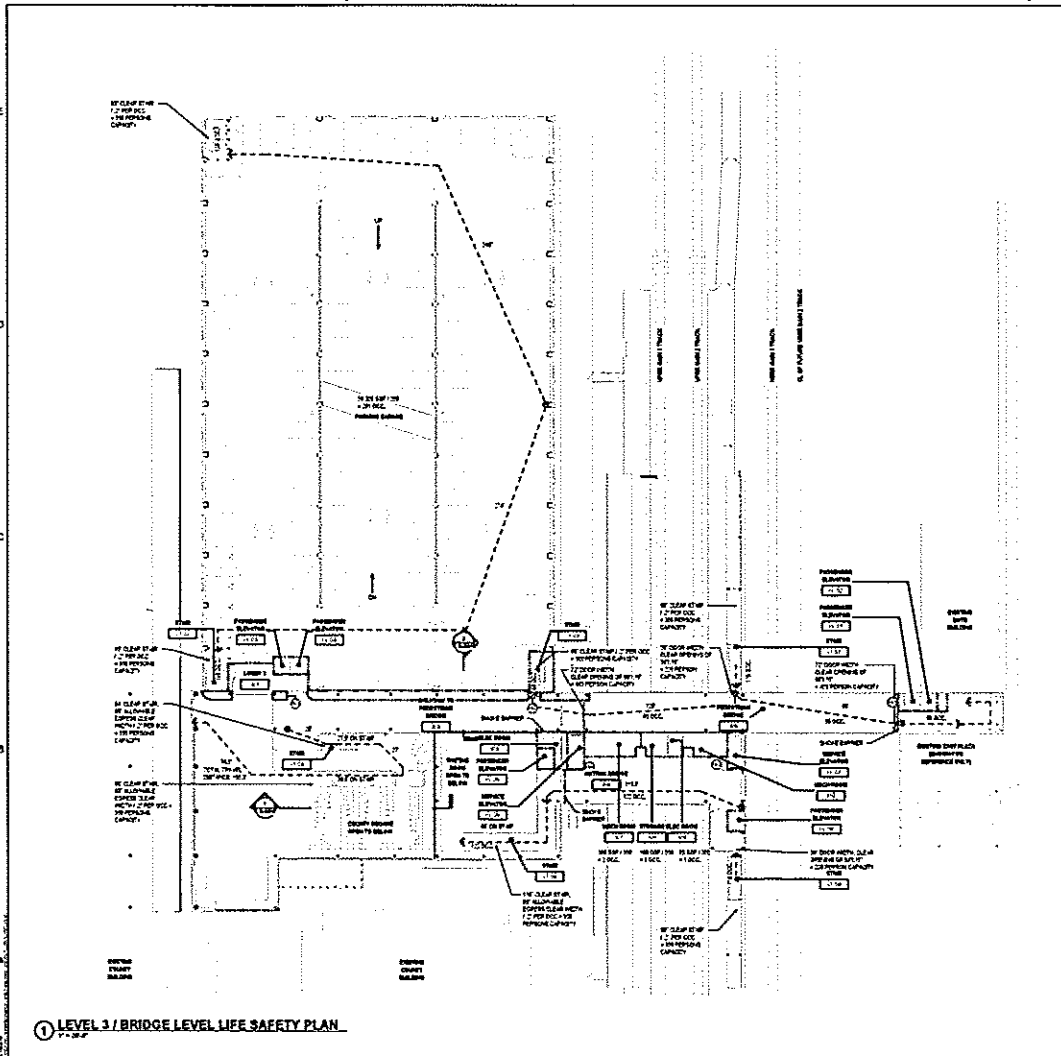
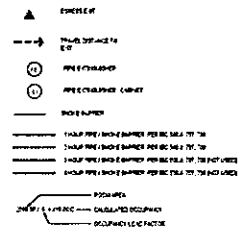
DIRECTLY LIFE SAFETY FLOOR PLANS

30% SUBMITTAL  
 LS-003

GENERAL NOTES - LIFE SAFETY

- SEE SHEET L-001 FOR OVERVIEW.
- APPROXIMATE WALL AND CEILING HEIGHTS SHALL BE BASED UPON A FLOOR FINISH PER 2015 IBC AND SHALL BE BASED UPON THE 100 PER CENT CASE.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL LIFE SAFETY EQUIPMENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 2015 IBC. EQUIPMENT SHALL BE MAINTAINED AND TESTED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

LIFE SAFETY SYMBOLS LEGEND



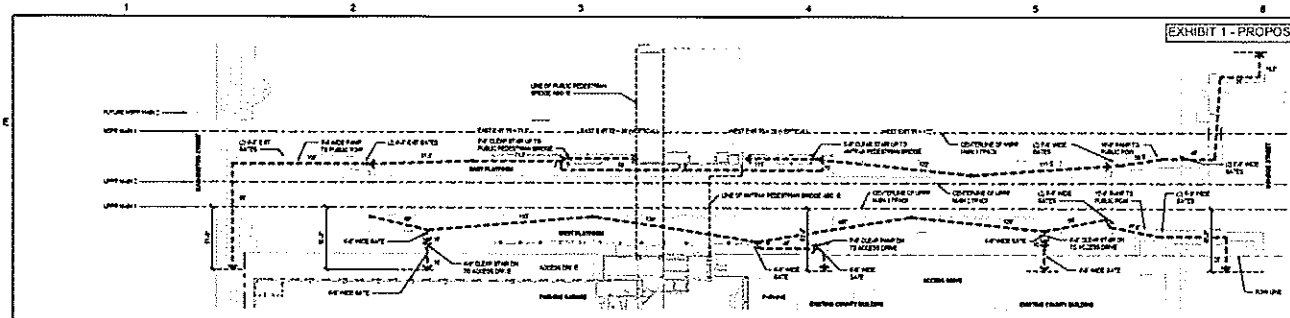
① LEVEL 3 / BRIDGE LEVEL LIFE SAFETY PLAN



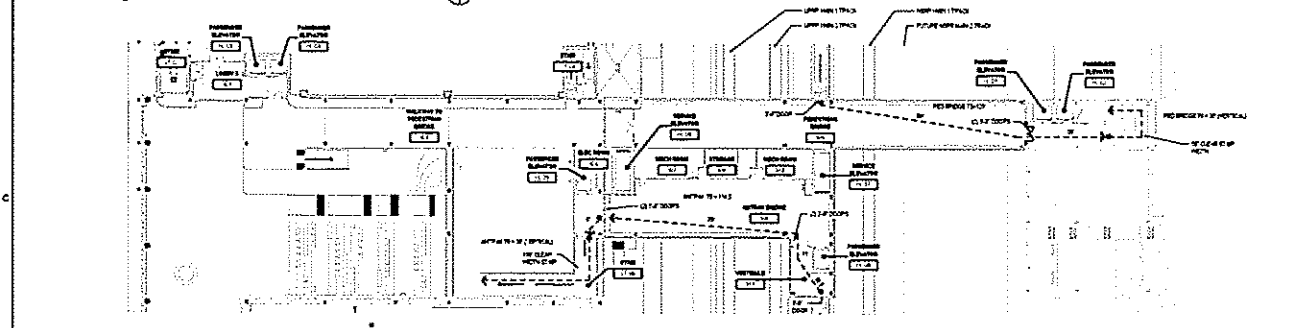
EXHIBIT 1 - PROPOSED PROJECT



Project Name: ...  
 Consultant: ...  
 Date: ...



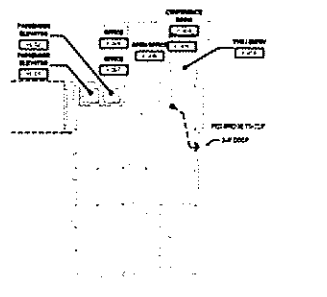
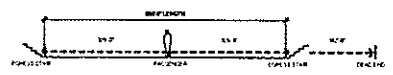
1 NFPA-130 PLATFORMS GROUND LEVEL PLAN



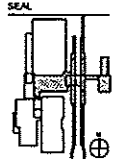
2 NFPA-130 - BRIDGE LEVEL PLAN

NFPA-130 STANDARD

1. FURNISH ALL PLATFORMS PER THE COMPLIANCE WITH NFPA 130 CODE REQUIREMENTS FOR EMBEDMENT DEPTHS FROM THE PLATFORM TO A POINT OF ENTRY.
2. FOR ALL REBAR DETAIL:
  - A. ALL REBAR SHALL EXTEND TO A POINT OF ENTRY IN A REINFORCED PLATFORM EDGE.
  - B. ALL REBAR SHALL BE WITHIN RANGE OF COVERED REBAR.
  - C. ALL REBAR SHALL BE WITHIN COVER OF 75mm.
3. THE LENGTH OF THE COVER ELEMENTS WITHIN RAUPTS OF COUPLERS NEED TO BE SUFFICIENTLY LONG TO HOLD ALL FURNISHED FROM THE PLATFORM WITHIN A RAUPT.
4. REBAR DETAIL FOR ALL CALLOUTS:
  1. REBAR DETAIL FOR ALL CALLOUTS SHALL BE 180mm.
  2. REBAR DETAIL FOR ALL CALLOUTS SHALL BE 180mm.
  3. REBAR DETAIL FOR ALL CALLOUTS SHALL BE 180mm.
  4. REBAR DETAIL FOR ALL CALLOUTS SHALL BE 180mm.
  5. REBAR DETAIL FOR ALL CALLOUTS SHALL BE 180mm.
5. THERE SHALL BE NO REBAR DETAIL FOR ALL CALLOUTS THAT SHALL ACCORD TO THE INTENT AND LENGTH FROM DEPTHS FROM THE PLATFORM.



EXISTING, SHOWN FOR REVERENCE ONLY  
 3 NFPA-130 - EAST GROUND LEVEL PLAN



NO.	DATE	DESCRIPTION

PROJECT NO. ...  
 DRAWING NO. ...  
 SHEET NO. ...

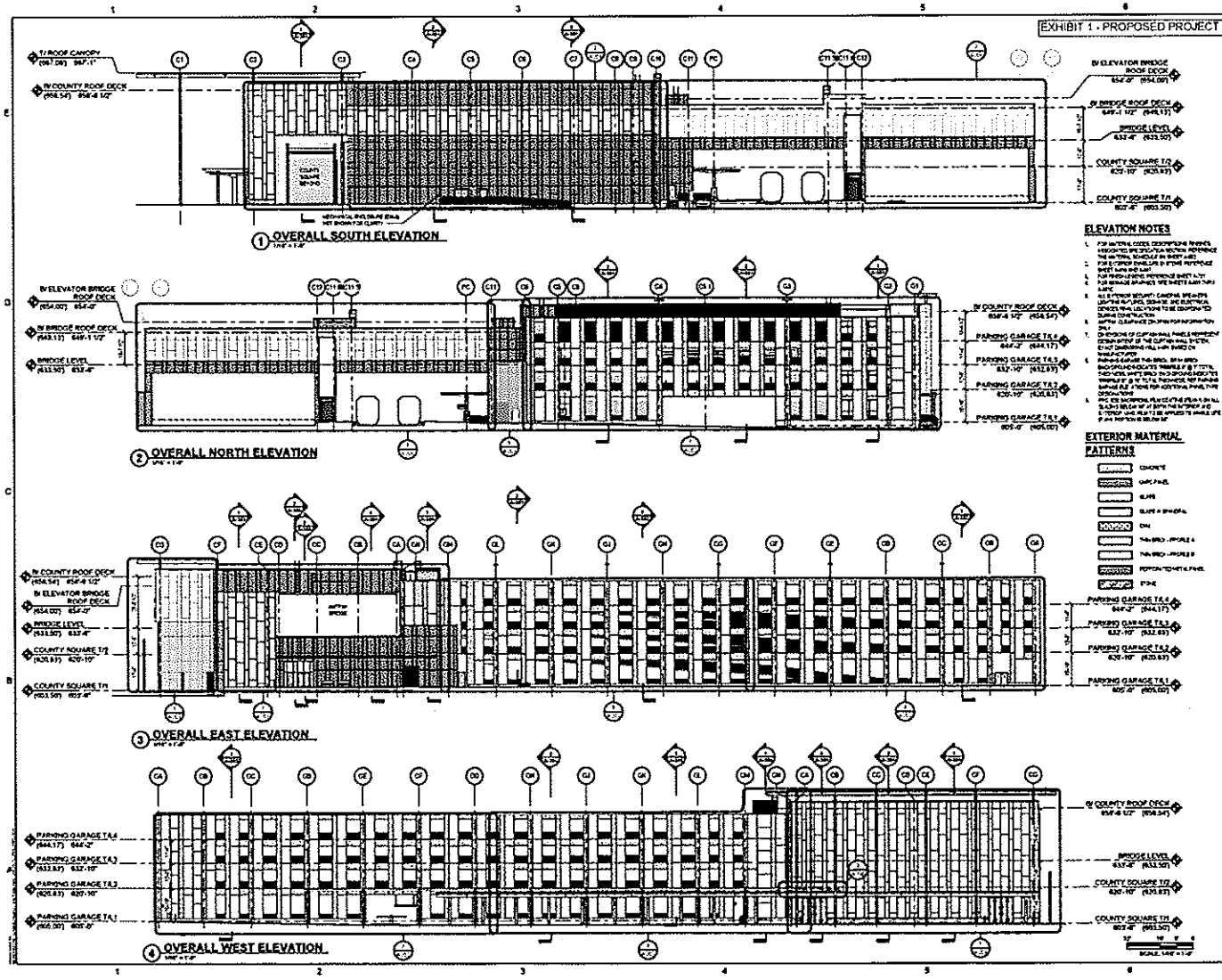
90% SUBMITTAL  
 NFPA-130 FLOOR PLANS  
 NFPA-001

20-30

EXHIBIT 1 - PROPOSED PROJECT



Professional Engineer  
 License No. 10000  
 State of California  
 CONTRACT # 1



ELEVATION NOTES

1. FOR MATERIAL CODE DESCRIPTIONS REFER TO ARCHITECTURE SPECIFICATIONS. REFER TO THE ARCHITECTURE SPECIFICATIONS FOR THE APPLICABLE SECTION IN EACH CASE.
2. FOR ELEVATION DIMENSIONS REFER TO THE ARCHITECTURE SPECIFICATIONS.
3. FOR FINISHES REFER TO THE ARCHITECTURE SPECIFICATIONS.
4. ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE.
5. THE FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURE SPECIFICATIONS.
6. THE FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURE SPECIFICATIONS.
7. THE FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURE SPECIFICATIONS.
8. THE FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURE SPECIFICATIONS.
9. THE FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURE SPECIFICATIONS.
10. THE FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURE SPECIFICATIONS.

EXTERIOR MATERIAL PATTERNS

- CONCRETE
- CLAY TILE
- GLASS
- SLATE
- CORNER
- WOOD
- BRICK
- STONE
- SMOOTH
- ROUGH
- TEXTURED
- GLAZED
- ENAMELED
- PAINTED
- OTHER



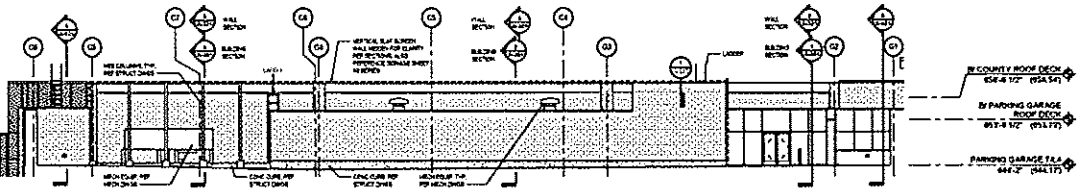
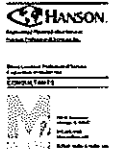
SEAL

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMITS
2	10/15/11	ISSUED FOR PERMITS
3	10/15/11	ISSUED FOR PERMITS
4	10/15/11	ISSUED FOR PERMITS
5	10/15/11	ISSUED FOR PERMITS
6	10/15/11	ISSUED FOR PERMITS
7	10/15/11	ISSUED FOR PERMITS
8	10/15/11	ISSUED FOR PERMITS
9	10/15/11	ISSUED FOR PERMITS
10	10/15/11	ISSUED FOR PERMITS

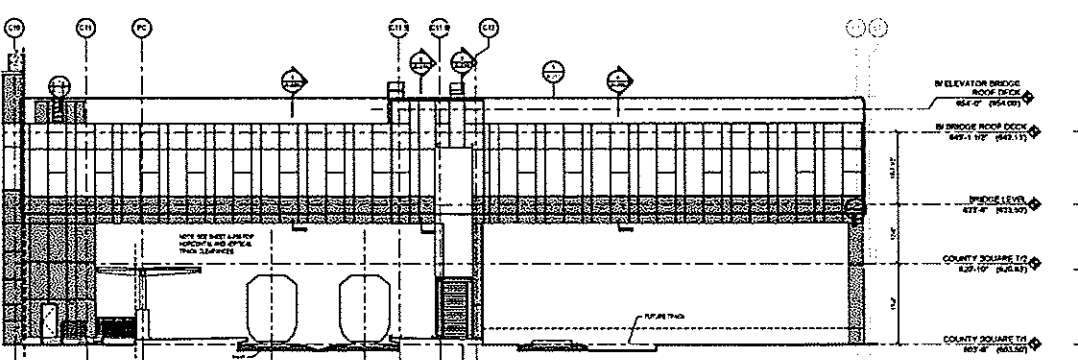
90% SUBMITTAL  
 A-201

**EXHIBIT ELEVATION NOTES PROJECT**

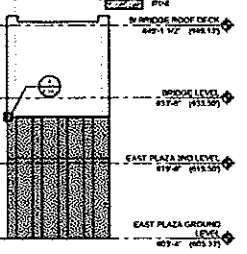
1. FOR FINISH CODES, REFER TO THE PROJECT MANUAL.
2. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
3. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
4. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
5. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
6. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
7. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
8. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
9. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.
10. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE PROJECT MANUAL.



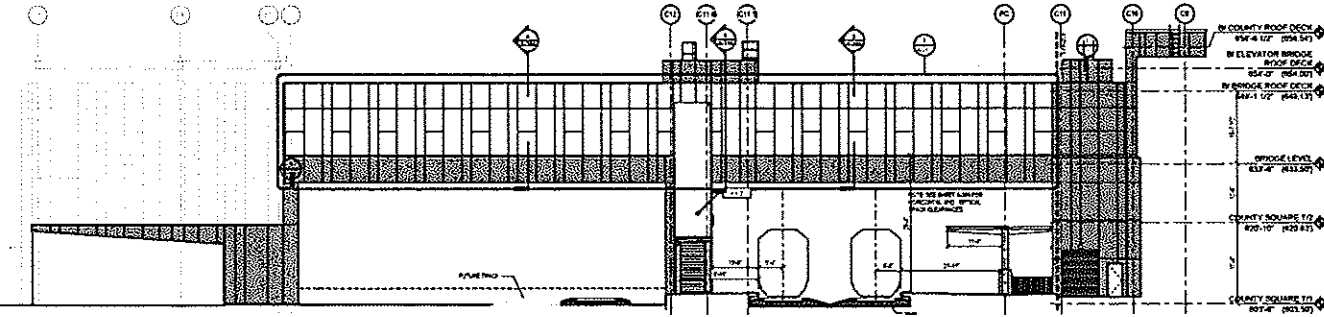
**1 PARKING GARAGE LEVEL 4 ELEVATION**  
1/8" = 1'-0"



**2 AMTRAK / PEDESTRIAN BRIDGE - SOUTH ELEVATION**  
1/8" = 1'-0"



**4 EAST PLAZA - WEST ELEVATION**  
1/8" = 1'-0"



**3 ENLARGED PLAN - PLATFORM CANOPY**  
1/8" = 1'-0"

**EXTERIOR MATERIAL PATTERNS**

- CONCRETE
- CLAY TILE
- GLASS
- BLACK WEAVER
- GRASS
- THE BROWN HOUSE
- THE BROWN HOUSE
- THE BROWN HOUSE
- STONE



SEAL

NO.	DATE	DESCRIPTION
1	10/11/11	ISSUED FOR PERMITS
2	10/11/11	ISSUED FOR PERMITS
3	10/11/11	ISSUED FOR PERMITS
4	10/11/11	ISSUED FOR PERMITS
5	10/11/11	ISSUED FOR PERMITS
6	10/11/11	ISSUED FOR PERMITS
7	10/11/11	ISSUED FOR PERMITS
8	10/11/11	ISSUED FOR PERMITS
9	10/11/11	ISSUED FOR PERMITS
10	10/11/11	ISSUED FOR PERMITS

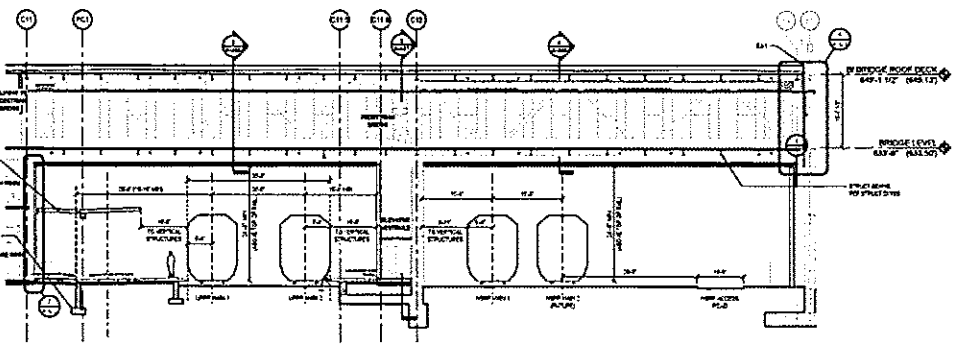
SCALE: 1/8" = 1'-0"

20-32

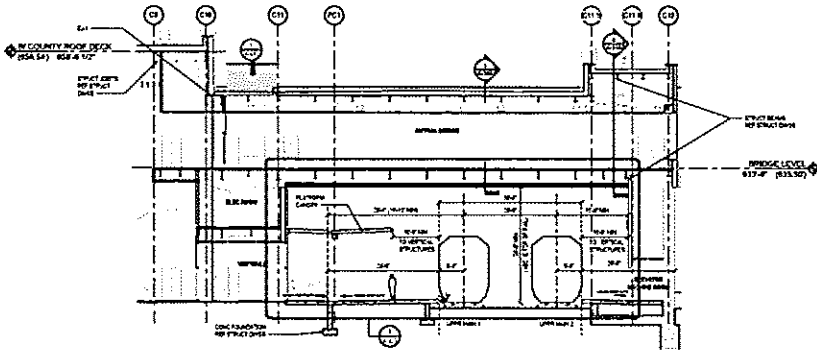
**EXHIBIT SECTION NOTES PROJECT**

1. FOR ALL THE CASES STRUCTURAL PERMITS AND ALL THE OTHERS PERMITS REFER TO THE PERMITS AGENCIES TO GET THE PERMITS BEFORE THE WORK BEGINS ON THE PROJECT.
2. FOR ALL THE CASES REFER TO THE PERMITS AGENCIES TO GET THE PERMITS BEFORE THE WORK BEGINS ON THE PROJECT.

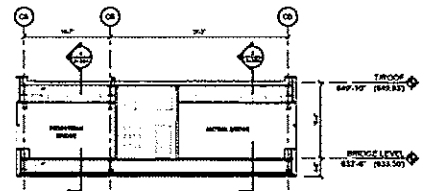
**HANSON**  
 Structural Engineering  
 1000 N. 10th Street  
 Oklahoma City, Oklahoma 73102  
 Phone: (405) 241-1111  
 Fax: (405) 241-1112  
 www.hanson-engineering.com



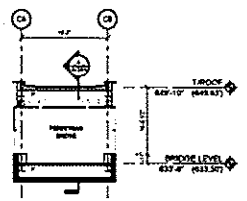
**1 E-W PEDESTRIAN BRIDGE SECTION**  
1/4" = 1'-0"



**2 E-W AMTRAK BRIDGE SECTION**  
1/4" = 1'-0"



**3 N-S PEDESTRIAN / AMTRAK BRIDGE SECTION**  
1/4" = 1'-0"



**4 N-S PEDESTRIAN BRIDGE SECTION**  
1/4" = 1'-0"



SEAL

NO.	DATE	BY	CHKD.	REVISION
1	10/20/11	WJ	WJ	ISSUED FOR PERMITS
2	11/22/11	WJ	WJ	ISSUED FOR PERMITS
3	12/15/11	WJ	WJ	ISSUED FOR PERMITS
4	1/10/12	WJ	WJ	ISSUED FOR PERMITS

DATE: 10/20/11  
 PROJECT NO: 100111  
 SHEET NO: 42  
 DRAWN BY: WJ  
 CHECKED BY: WJ  
 REVISIONS BY: WJ

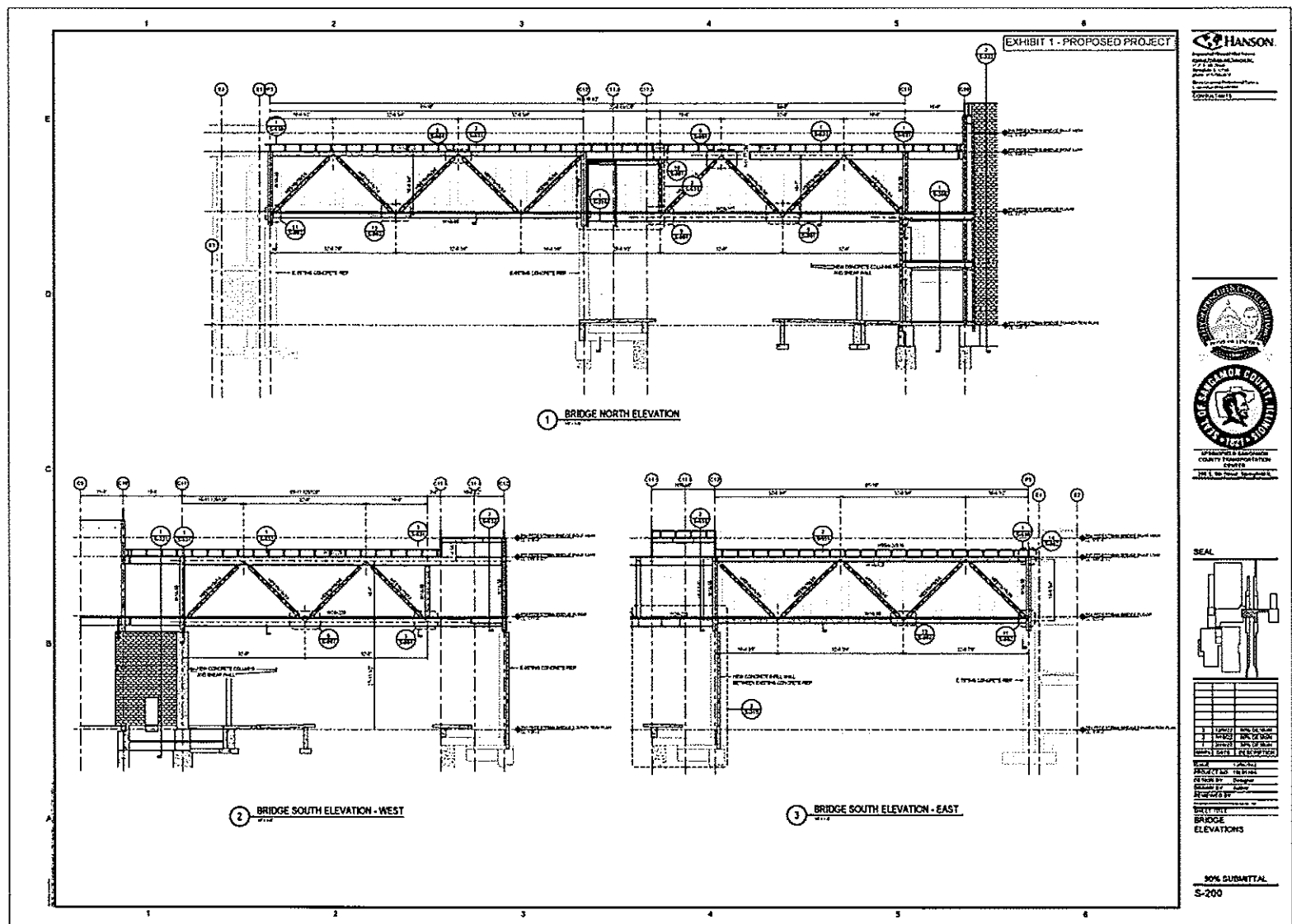
CITY OF OKLAHOMA  
 BUILDING DEPARTMENT  
 - PEDESTRIAN /  
 AMTRAK BRIDGE /  
 EAST PLAZA

90% DESIGN  
 A-306





20-33



20-34

EXHIBIT 2 - PROJECT LIMITS



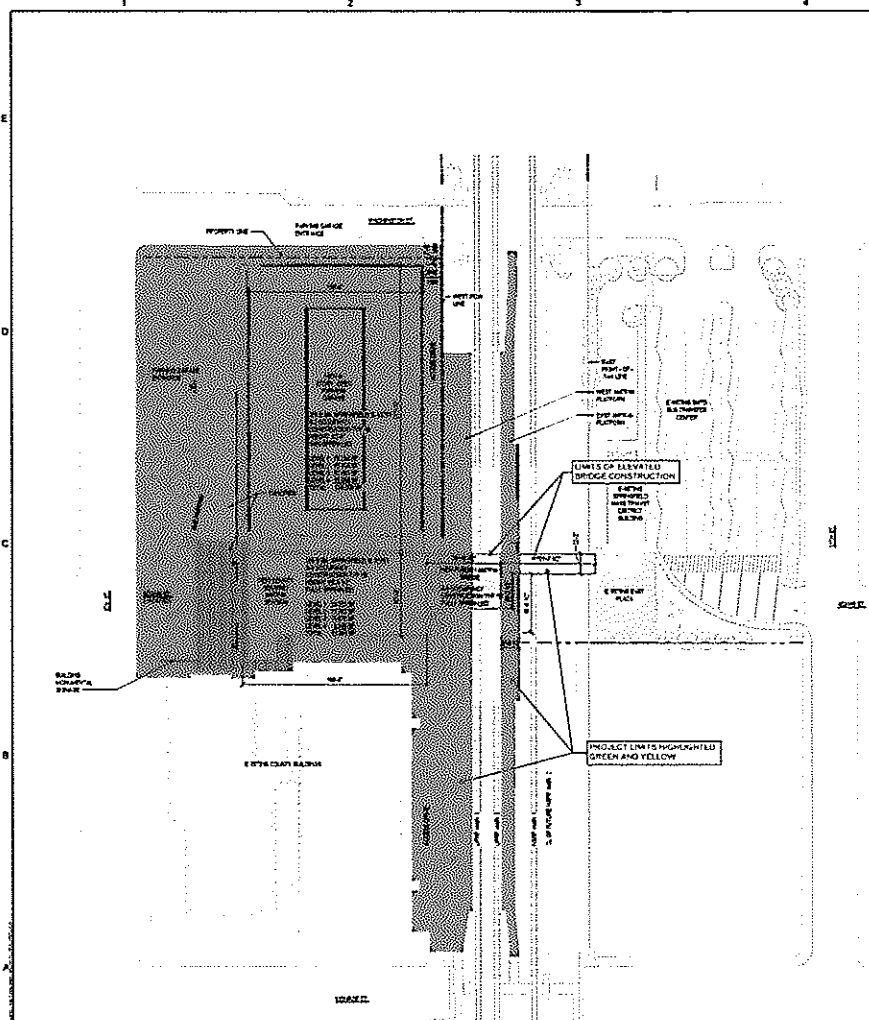
SEAL


DATE: 1/14/21  
PROJECT NO: 20-34  
DESIGNED BY: JH  
CHECKED BY: JH  
SCALE: AS SHOWN

CITY TITLE  
SITE PLAN  
30% SUBMITTAL  
G-004

SYMBOL LEGEND

- FUTURE
- PROPERTY
- MONUMENT



1 SITE PLAN



EXHIBIT 3 - FORCE ACCOUNT ESTIMATE

**FORCE ACCOUNT ESTIMATE**

Work to be Performed By: Norfolk Southern Railway Company  
 For the Account of: Illinois Departemnt of Transportation  
 Project Description: Proposed Construction of Transportation Center  
 Location: Springfield, Sangamon Co., IL  
 Project No.: 0  
 Milepost: DH-414.31  
 File: BR1113991  
 Date: Original November 8, 2024

ITEM A - Preliminary Engineering		0
ITEM B - Construction Engineering		129,633
ITEM C - Administration		4,155
ITEM D - Railroad Protective Services		0
ITEM E - Communications		0
ITEM F - Signal & Electrical		0
ITEM G - Track Work		0
ITEM H - T-Cubed		0
	Total	\$ 133,787
	Contingency 10%	\$ 13,379
	<b>GRAND TOTAL</b>	<b>\$ 147,166</b>

**ITEM A - Preliminary Engineering**

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

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

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

## EXHIBIT 3 - FORCE ACCOUNT ESTIMATE

**ITEM B - Construction Engineering**

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

Labor:	60 Hours @ \$60 / hour=	3,600
Labor Additives:		4,026
Travel Expenses:		2,500
Services by Contract Engineer:		119,507
<b>NET TOTAL - ITEM B</b>		<b>\$ 129,633</b>

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		2,460
Protective Services Process/Handling Fee:		0
Miscellaneous Handling (i.e. Real Estate ValMap fee):		0
Accounting Hours (Labor):	20 Hours @ \$40 / hour=	800
Accounting Additives:		895
<b>NET TOTAL - ITEM C</b>		<b>\$ 4,155</b>

**ITEM D - Railroad Protective Services**

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

Labor:	Protective Services	
	0 days @ 435.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
<b>NET TOTAL - ITEM D</b>		<b>\$ -</b>

**ITEM E - Communications**

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

EXHIBIT 3 - FORCE ACCOUNT ESTIMATE

ITEM F - Signal & Electrical

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

NET TOTAL - ITEM F \$ -

ITEM G - Track Work

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

NET TOTAL - ITEM G \$ -

ITEM H - T-CUBED

Lump Sum \$ -

NOTES

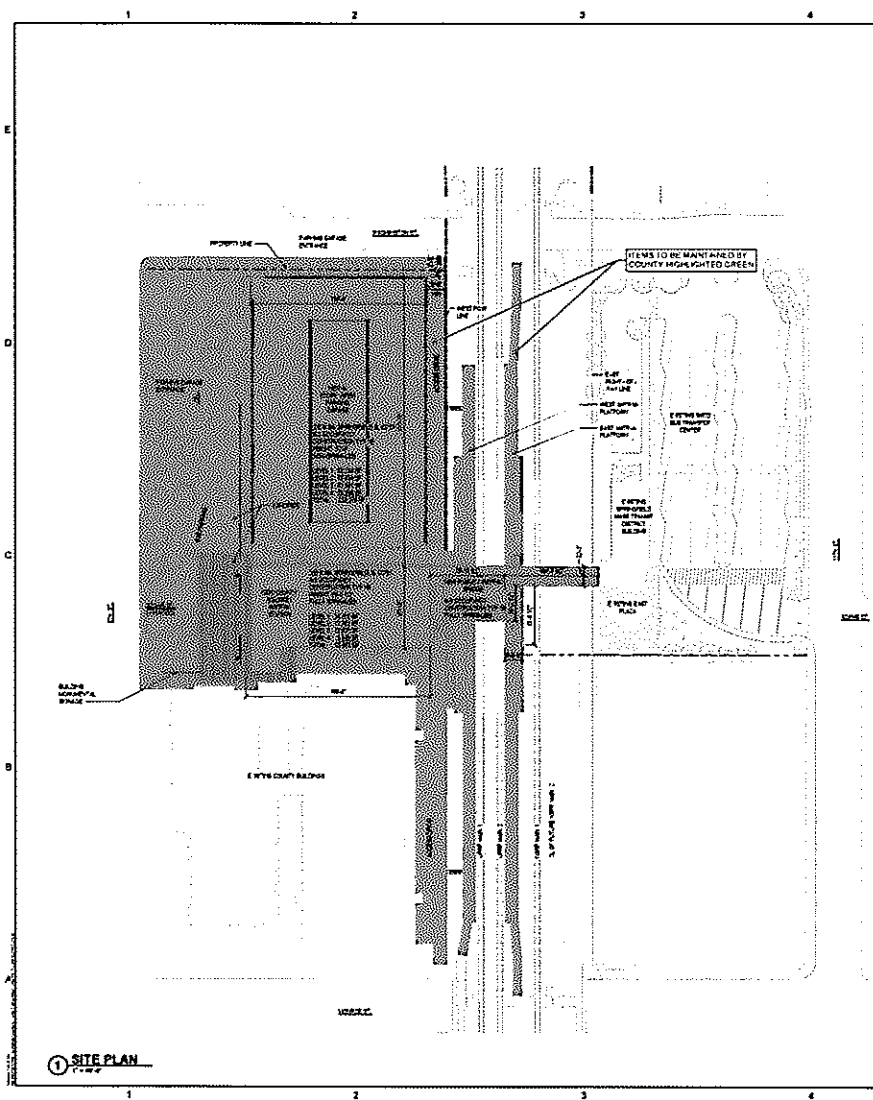
1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 272.34%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 111.82%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (11/08/2024). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

EXHIBIT 4 - ITEMS MAINTAINED BY COUNTY



SYMBOL LEGEND

- EASEMENT
- - - - - PROPERTY LINE
- - - - - FUTURE TRAIL OVERLINE
- ▲ MANHOLE



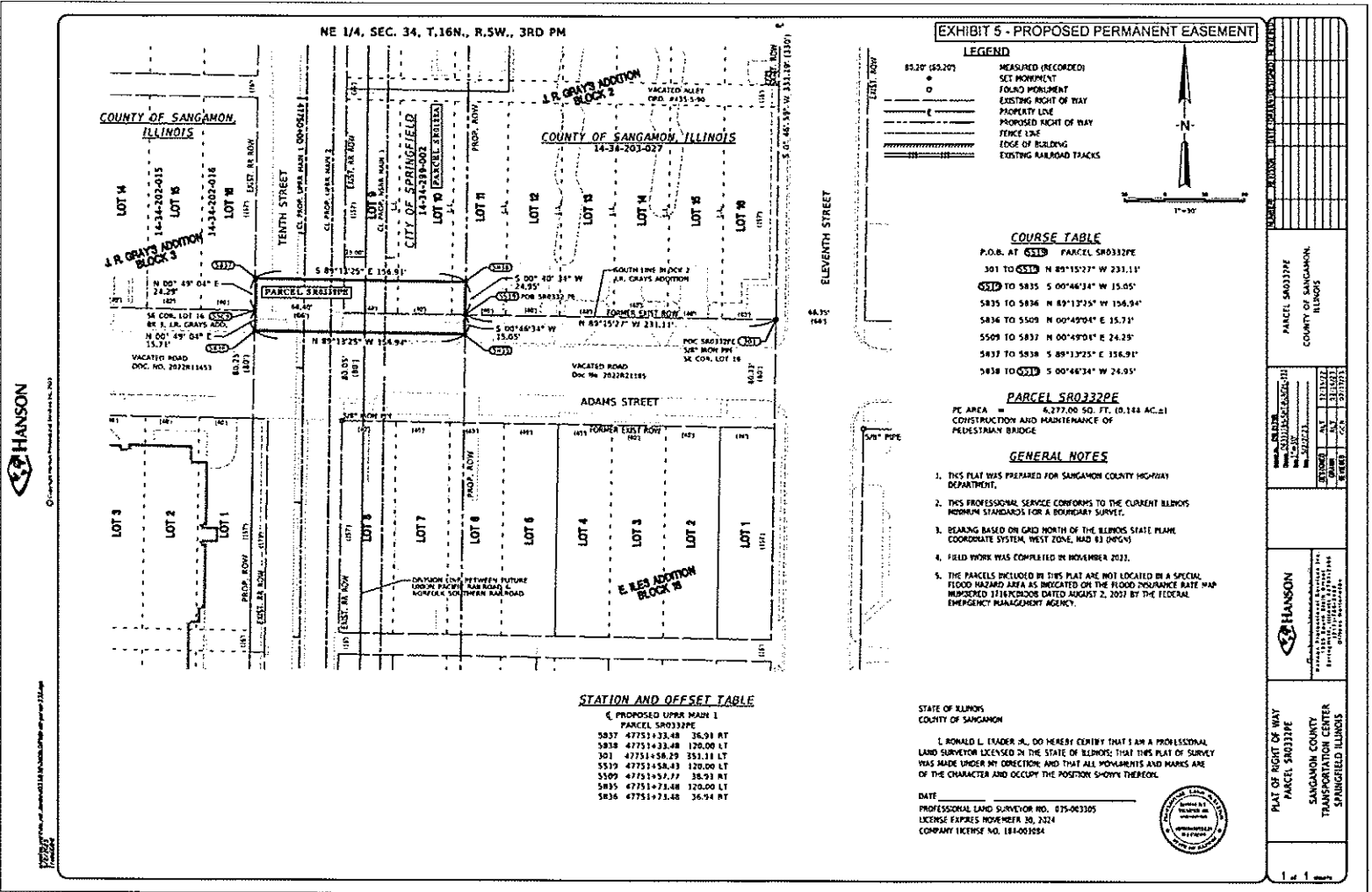
1 SITE PLAN



SEAL

NO.	DATE	DESCRIPTION
1	12/01/11	PRELIMINARY
2	12/01/11	PRELIMINARY
3	12/01/11	PRELIMINARY
4	12/01/11	PRELIMINARY

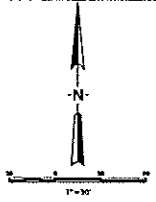
90% SUBMITTAL  
G-004



**EXHIBIT 5 - PROPOSED PERMANENT EASEMENT**

**LEGEND**

- 85.20' (53.20') MEASURED (RECORDED)
- SET POINT
- FOLIO POINT
- EXISTING RIGHT OF WAY
- PROPERTY LINE
- PROPOSED RIGHT OF WAY
- FENCE LINE
- EDGE OF BUILDING
- EXISTING RAILROAD TRACKS



**COURSE TABLE**

- P.O.B. AT 6318 PARCEL S80332PE
- 301 TO 5835 N 89°15'27" W 231.11'
  - 5835 TO 5838 S 00°46'34" W 15.05'
  - 5838 TO 5836 N 89°17'35" W 156.94'
  - 5836 TO 5509 N 00°49'04" E 15.73'
  - 5509 TO 5837 N 00°49'04" E 24.25'
  - 5837 TO 5838 S 89°17'25" E 156.91'
  - 5838 TO 6319 S 00°46'34" W 24.95'

**PARCEL S80332PE**

PC AREA = 6,277.00 SQ. FT. (0.144 AC.±)  
 CONSTRUCTION AND MAINTENANCE OF PEDESTRIAN BRIDGE

**GENERAL NOTES**

1. THIS PLAT WAS PREPARED FOR SANGAMON COUNTY HIGHWAY DEPARTMENT.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (GPO5).
4. FIELD WORK WAS COMPLETED IN NOVEMBER 2022.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP WISCONSIN 118803008S DATED AUGUST 2, 2021 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

**STATION AND OFFSET TABLE**

6 PROPOSED UPPER MAIN 1  
 PARCEL S80332PE

5837	47751+33.48	36.91 RT
5838	47751+33.48	120.00 LT
301	47751+58.29	351.11 LT
5519	47751+58.03	120.00 LT
5509	47751+57.77	38.53 RT
5835	47751+73.48	120.00 LT
5836	47751+73.48	36.94 RT

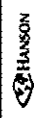
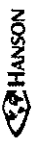
STATE OF ILLINOIS  
 COUNTY OF SANGAMON

I, RONALD L. TRADER, JR., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS; THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION AND THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

DATE \_\_\_\_\_  
 PROFESSIONAL LAND SURVEYOR NO. 875-063305  
 LICENSE EXPIRES NOVEMBER 30, 2024  
 COMPANY LICENSE NO. 181-001654



PARCEL S80332PE	11/15/22	11/15/22	11/15/22
PARCEL S80333PE	11/15/22	11/15/22	11/15/22
PARCEL S80332PE	11/15/22	11/15/22	11/15/22
PARCEL S80333PE	11/15/22	11/15/22	11/15/22



STATE OF ILLINOIS  
 COUNTY OF SANGAMON  
 PARCEL S80332PE  
 PARCEL S80333PE  
 SANGAMON COUNTY  
 TRANSPORTATION CENTER  
 SPRINGFIELD ILLINOIS



Norfolk Southern Railway Company

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR

NS File: \_\_\_\_\_

NS Billing Number: \_\_\_\_\_

NORFOLK SOUTHERN  
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, \_\_\_\_\_  
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities in the vicinity of Company milepost \_\_\_\_\_

(the "Premises") for the sole purpose of \_\_\_\_\_

, on behalf of \_\_\_\_\_  
(the "Project Sponsor") during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the "Right of Entry").

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

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

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

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";





- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;
- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including, but not limited to, material, labor, construction submittal review, supervisory and railroad protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

Norfolk Southern Railway Company



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

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

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

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

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

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

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

Title \_\_\_\_\_

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

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_

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

Title \_\_\_\_\_

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



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

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

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

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as "Construction Engineering Representative".

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as "Railroad Representative".

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

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as "Contractor Protective Services".

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as "Special Provisions".

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

2044



- 3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
  - 4. Obtained Contractor Protective Services as required by Section 8 herein.
  - 5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
  - 6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
  - 7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

3. NOTICE OF STARTING WORK:

- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
  - 1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
  - 2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

SM

Norfolk Southern Railway Company



- 3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

20-46

Norfolk Southern Railway Company



5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
  - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
  - 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  - 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

- 1. Construction work and operations by the Contractor on Railroad property shall be:
  - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
  - b. In accordance with the Railroad's written outline of specific conditions.
  - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
  - d. In accordance with these Special Provisions.
- 2. Submittal Requirements
  - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
  - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

2041



- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - (1) General Means and Methods
  - (2) Ballast Protection
  - (3) Construction Excavation & Shoring
  - (4) Pipe, Culvert, & Tunnel Installations
  - (5) Demolition Procedure
  - (6) Erection & Hoisting Procedure
  - (7) Debris Shielding or Containment
  - (8) Blasting
  - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - (1) Girder Shop Drawings including welding/fabrication procedures
  - (2) Bearing Shop Drawings and Material Certifications
  - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
  - (4) Concrete Mix Design
  - (5) Structural Steel, Rebar, and/or Strand Certifications
  - (6) 28-day Cylinder Test for Concrete Strength
  - (7) Waterproofing Material Certification
  - (8) Dampproofing materials
  - (9) Test Reports for all steel
  - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

2048



h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
- 2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

- 1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
- 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

- 1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
- 2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
- 3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
- 4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.





- 5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
- 6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
- 7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
- 8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- 9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

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

F. Demolition Procedures

- 1. General
  - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
  - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

2050



- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.



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

### 3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

205d



4. Vertical Demolition Debris Shield

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

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.



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

H. Blasting:

- 1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2054

Norfolk Southern Railway Company



- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
- 2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
- 3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

- 1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
- 2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

Norfolk Southern Railway Company



L. Cleanup:

- 1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

- 1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
- 2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
- 3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
- 4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
- 5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

Norfolk Southern Railway Company



9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

11. 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 Contractor's 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 claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

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



2051



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

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contactor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contactor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

## Norfolk Southern Railway Company



- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

## 15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
  - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2024



2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

20-60

Norfolk Southern Railway Company



- 12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
- 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.

B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:

- 1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

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

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07; or
  - (6) CG 00 35 04 13.

c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates  
 650 West Peachtree Street NW – Box 46  
 Atlanta, GA 30308  
 Attn: Risk Manager

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

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime Contractor must appear on the Declarations.

20-61

Norfolk Southern Railway Company



- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are **required** are:
  - (1) Physical Damage to Property Amendment
  - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
  - (1) Broad Form Nuclear Exclusion – Form IL 00 21
  - (2) 30-day Advance Notice of Non-renewal or cancellation
  - (3) Required State Cancellation Endorsement
  - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
  - (1) Any Pollution Exclusion Endorsement except CG 28 31
  - (2) Any Punitive or Exemplary Damages Exclusion
  - (3) Known injury or Damage Exclusion form CG 00 59
  - (4) Any Common Policy Conditions form
  - (5) An Endorsement that limits or excludes Professional Liability coverage
  - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
  - (7) An Endorsement that excludes TRIA coverage
  - (8) A Sole Agent Endorsement
  - (9) Any type of deductible endorsement or amendment
  - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management  
 Norfolk Southern Corporation and its subsidiaries  
 650 West Peachtree Street NW – Box 46  
 Atlanta, GA 30308  
[NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM)

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.



E. Insurance Submission Procedures

- 1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

- 2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
  - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
  - b. A certificate of insurance from the Contractor evidencing the Contractor’s insurance in Section 15.A (i.e. the Contractor’s commercial general, automobile, and workers’ compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers’ Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
  - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  - 2. The Sponsor’s Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor’s Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

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

20-05

Norfolk Southern Railway Company



18. PROJECT INFORMATION

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

20-64

EXHIBIT 8 - ASSURANCES AND CERTIFICATIONS

**ASSURANCES AND CERTIFICATIONS**

Contractor agrees to comply (and require any subcontractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FRA's access to records, accounts, documents, information, facilities, and staff. Contractor must comply with any program or compliance reviews, and/or complaint investigations conducted by the FRA. Contractor must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, contractor must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.