



LETTER OF TRANSMITTAL

FORM 11242-1 (08/2)

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

ATTN: Gregory Huffman
Cloverdale, Botetourt County, VA - ROE to Reconstruct the
Rte. 11 Bridge near NS, MP C-0.60, DOT# 468-454U,
Pocahontas Division.

FROM:

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

DATE: 9/14/2017

In reply, please refer to

FILE NO. BR0017106

GENTLEMEN:

We are sending you

[X] Herewith

[ ] Delivered by hand

The following items:

- [ ] Prints [ ] Specifications [ ] Shop Drawings [ ] Estimate
[ ] Copy of Letter [ ] Other

Table with 3 columns: COPIES, DATE OR NUMBER, DESCRIPTION. Row 1: 9-13-2017, Right of Entry to reconstruct the Rte. 11 Bridge near NS

These are transmitted as indicated below:

- [ ] For your use [ ] For Review & Comments [ ] Approved as Noted
[ ] For Approval [X] For Your Handling [ ] Approved for Construction
[ ] As Requested by [ ] Returned for Corrections
[ ] Other

REMARKS: Billing number F-04502 has been assigned for this project.
The Contractor Right of Entry Agreement has NOT been received, and must be fully executed before entry onto Norfolk Southern
Right of Way will be granted.

Cy: J. Elswick, P. A. Anderson, C. G. Graning,
J. K. Goins, C. W. Brown, C. K. Richardson,
Risk Management, D. Boggs, A. T. Sheetz

Signed: S. A. Overbey / WBM
Engineer - Public Improvements
404-582-5588



## COMMONWEALTH of VIRGINIA

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

Charlie A. Kilpatrick, P.E.  
Commissioner

September 5, 2017

Route 11  
Project 0011-011-109, M501, B605  
Bridge Reconstruction over Tinker Creek Near  
Norfolk Southern Railway Company  
MP C 0.60, DOT 468-454U  
Pocahontas Division, Blue Ridge  
Cloverdale, Botetourt County, VA  
VDOT UPC: 77300  
NS File: BR0017106

Mr. Kevin G. Hauschildt  
Chief Engineer—Bridges and Structures  
Norfolk Southern Corporation  
1200 Peachtree St., NE  
Atlanta, GA 30309

Dear Mr. Hauschildt:

The Virginia Department of Transportation (VDOT) contractor, during their construction activities and methods may foul the tracks at the above location. Contractor will also be paving and performing other maintenance activities will include replacing guardrail and end treatments that will protect the Railroad overhead structure at M.P. C 0.61, DOT 468-454U in Botetourt County on existing Route 11 which crosses under Railway right of way via an underpass. The construction activity is not to affect Railway's operation or signals. This work will require approximately 60 days and VDOT wishes the contractor to have access to Railway right of way once the construction checklist is completed in order to best utilize its forces. Therefore, we are requesting a right of entry to expire on **January 31, 2020**. All work will be accomplished entirely at the expense of VDOT. VDOT wishes to have its contractor begin this work upon satisfaction of all requirements of Railway and receiving Railway's notice to proceed.

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

1. That the work will be performed by VDOT's qualified contractor, licensed in the State of Virginia, at the entire expense of the Virginia Department of Transportation.
2. That State's contractor will before commencing work on said Project within Railway's right of way, furnish evidence acceptable to Railway that it has provided worker's compensation coverage required by Statutes of Virginia, automobile liability insurance, and Public Liability and Property Damage Insurance generally required on such projects.
3. That State's consultant will indemnify and save harmless, as far as State Law allows, Railway, its officers, agents and employees, from and against any and all loses and any and all claims, demands, payments, including attorney fees, suits, actions and judgments of every nature and description made, brought or recovered against, Railway, its officers, agents or employees, by reason of, arising out of or in consequence of the exercise of the privilege herein granted. It is further agreed that the above indemnity provision shall also extend to any and all claims arising from any alleged or actual air, water, noise or solid waste pollution or other environmental complaints. The State's consultant shall execute and submit a copy of the Norfolk Southern Indemnification Agreement and Right of Entry, edited appropriately for each project location, before Entry will be granted.
4. That State or its contractor shall, before commencing work on Railway property, or work involving Railway's facilities, submit for approval of Railway's Chief Engineer, States method of performing said work, including plans and specifications for any shoring or sheeting and for any excavations on this property. It is agreed by the parties hereto, that approval of said methods by Railway, will not in any way relieve the State of the obligations, responsibilities and liabilities imposed upon it by the provisions of this Agreement.
5. That Railway's representative Ms. A. T. Sheetz will be notified at (540) 524-4932 not less than five (5) working days prior to the time that work is to take place on Railway's property and that insofar as the safety of railroad operations is concerned VDOT's forces will be governed by Railway's requests and suggestions regarding the method and manner of performing said work.

6. All work shall be performed with such care, diligence and cooperation with Railway personnel as to avoid accident, damage or harm to persons or property and delays to or interference with the operations of any of Railway's facilities.
7. No drainage condition shall be created or allowed to exist as a result of this work that is or may be adverse to Railway property.
8. All work shall be performed in such manner as is satisfactory to Railway, and after completion of the work, Railway property shall be left free of debris and in such condition as is satisfactory to Railway.
9. That such watchman and flagman services as may be required to protect Railway's facilities during the prosecution of the work will be arranged for with Railway's representative, Ms. A. T. Sheetz at (540) 524-4932 and State will reimburse the Railway in full for such costs.
10. That Norfolk Southern Railway shall render its billings for flagmen, insurance and such other work as required in accordance with State Standard Accounting Procedures ( i.e., Federal Aid Policy Guide, Part 140, Subpart I , of the Federal Highway Administration and revisions and supplements thereto). State shall promptly pay such billing.
11. A minimum horizontal clearance of 13 feet from the centerline of the nearest track and a minimum vertical clearance of 22 feet above the highest rail shall be maintained at all times for any equipment, materials or vehicles of the Commonwealth, and its forces occupying Railway's premises unless specifically arranged for in advance in each instance with Railway's Mr. Scott A. Overbey at 404-582-5588 in 1200 Peachtree Street, N.E. 7th Floor, Atlanta, Georgia 30309.
12. This permit or right of entry (a) shall not be assigned or transferred without written approval of Railway and (b) shall terminate automatically on **January 31, 2020** subject to renewal from month to month upon written request by State; provided, however, that termination shall not relieve the State of any obligation or liability incurred prior to such termination.
13. All personnel working on Railway's right-of-way must comply with the Railway's safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and glasses. Anyone not in compliance with these rules and regulations will be asked to leave Railway property and Railway may withdraw its flagman and no work will be allowed on or over Railway's right of way.

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

Sincerely,



Gregory A. Huffman  
Rail Projects Program Manager

ACCEPTED  
NORFOLK SOUTHERN RAILWAY COMPANY

By KG Hamble (CPB)

Title Chief Engineer Bridges & Structures

Date SEPT 15, 2017

## FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: Virginia Department of Transportation  
Project Description: Perform Construction on the Rte. 11 Bridge near NS  
Location: Cloverdale, Botetourt County, Virginia  
Project No.: 0011-011-109, M501, B605  
Milepost: C-0.60  
Date: September 13, 2017  
File: BR0017106

### SUMMARY

ITEM A - Preliminary Engineering	10,618
ITEM B - Construction Engineering	1,157
ITEM C - Accounting	384
ITEM D - Flagging Services	22,950
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 35,109</b>

### ITEM A - Preliminary Engineering

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

Labor:	8 Hours @ \$60 / hour=	480
Labor Additives:		377
Travel Expenses:		0
Services by Contract Engineer:		9,761
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	<b>NET TOTAL - ITEM A</b>	<b>\$ 10,618</b>

**ITEM B - Construction Engineering**

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

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

**ITEM C - Administration**

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

**ITEM D - Flagging Services**

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

Labor:	Flagging Foreman	
	22 days @ 330.00 per day=	7,260
	(based on working 12 hours/day)	
Labor Additive:		13,490
Travel Expenses, Meals & Lodging:		
	22 days @ \$100/day=	2,200
	<b>NET TOTAL - ITEM D</b>	<hr/>
		\$ 22,950

**ITEM E - Communications Changes**

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

**ITEM F - Signal & Electrical Changes**

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

**ITEM G - Track Work**

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

**ITEM H - T-CUBED**

Lump Sum	\$ -
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**NOTES**

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (09/13/2017). 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.