



AECOM 215 735 0832 tel
1700 Market Street 215 735 0883 fax
Suite 1600
Philadelphia, PA 19103
www.aecom.com

May 18, 2020

Beth DiMeo, P.E.
Project Manager
JEA
21 West Church Street
Jacksonville, FL 32202

Subject: Jacksonville, Duval County, Florida
Milepost SL-3.70, Springfield Lead, Georgia Division
Latitude N 30.352888, Longitude W 81.661217

Norfolk Southern Activity No. 1281103

Proposed installation of an underground crossing of a 16-inch PVC wastewater pipeline in a 30-inch steel casing pipe wholly within the confines of Boulevard Street (AAR/DOT #713580N)

Dear Ms. DiMeo, P.E.:

Attached is the fully executed Public Street Acknowledgement Form dated March 10, 2020 between Georgia Southern and Florida Railway Company and JEA covering the above referenced project.

This letter acknowledges receipt of your payment in the amount of \$1,000.00, which covers the Risk Management Fee. Your Commercial General Liability insurance coverage has been reviewed by Norfolk Southern's Risk Manager and is acceptable through February 5, 2021. If your construction will occur after the expiration date noted above for your insurance, you must furnish a renewal certificate or policy to Norfolk Southern's Risk Manager prior to scheduling construction or contacting the Railway for Flagging.

Prior to start of work on Railway right of way, you are required to contact the following:

For Scheduling of Flagging and Inspection

Lisa Outten, Office Manager of NS' Georgia Division Engineer's office, (770) 405-3675/3680

Once contacted, the Division Engineer requires 72 hours to review the need for and availability of flagmen for this project and will advise you of the cost of said flagmen. No work is permitted on Railway right of way without a flagman or the Division Engineer's agreement to waive the flag protection requirement. Entry onto Railway property without the Division Engineer's prior approval is considered trespassing. In the event you are unable to contact the railway for flagging services, please contact the undersigned for assistance.

Thank you for your cooperation.

Very truly yours,

Angelina Discienzo
Contract Administrator
215-789-2168
angelina.discienzo@aecom.com

CC: Archives

CHECK FORM
AECOM for Norfolk Southern Railway Company
Send this document to Lydia Asare in Corporate Accounting

Date: March 05, 2020

Activity #: 1281103

Licensee: JEA

Check Received from: JEA

Check Date: 2/11/2020

Check No.: 771542

Check Amount: \$1,000.00

Payable To: GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY

NS and Subsidiary Lines - Credit Rental Income and Fees To:

Profit Center: 59596

NEC: 59585002

Settlement Code: 004

One-time Fee:

1281103

\$0.00

Profit Center: 58005

NEC: 58816000

Settlement Code: 001

Insurance:

1281103

\$1,000.00

THIS CHECK IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE AND A HEAT SENSITIVE PADLOCK ICON. ADDITIONAL SECURITY FEATURES ARE LISTED ON BACK.

JEA

21 W. Church Street
Jacksonville, Florida 32202
Phone: (904) 665-6460
Floor: CC6

Wells Fargo Bank, N.A.
Pensacola

612
630

Check No. 771542

Pay
Exactly

\$1,000.00

One Thousand Dollars And Zero Cents*****

VOID AFTER 90 DAYS

CHECK NUMBER	DATE	PAY EXACTLY
771542	Feb 11, 2020	1,000.00

TO
THE
ORDER
OF

GEORGIA SOUTHERN AND FLORIDA RAILWAY CO
1200 PEACHTREE STREET NE, 12TH FLOOR
Atlanta, GA 30309-3504
United States

By

Melissa Dykes

Interim Managing Director & CEO

By

J. C. Co.

Interim Chief Financial Officer

IMAGE FADES WITH HEAT
RUB PADLOCK

⑈ 771542 ⑈ ⑆061209756⑆ 2079940003086⑈

1281103

21 West Church Street
Jacksonville, Florida 32202-3139

**AECOM
RECEIVED**

MAR 05 2020



February 5, 2020

Norfolk Southern Corporation
Attn. Director Real Estate
1200 Peachtree Street, NE – 12th Floor
Atlanta, GA 30309-3504

Re: Pipeline Agreement
Norfolk Southern Activity No. 1281103
JEA's Letter of Self-Insurance

Dear Director:

Please let this letter serve as evidence that JEA is self-insured for Commercial General Liability insurance required by the above referenced Agreement.

JEA is an independent agency of the City of Jacksonville, Florida (City). JEA is a participant in the City's self-insurance program for the above referenced insurance. This self-insurance fund will respond to public liability claims of JEA, imposed by law and in accordance with the procedures established by Florida Statutes 768.28, Negligence. The period of this self-insurance program is continuous until changed by City Ordinance, Chapter 128, Risk Management Program.

Should you have any questions, please give me a call at (904) 665-6019.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steven M. Bossier', is written over a horizontal line.

Steven M. Bossier
Director Risk Management Services

Cc: Heather Beard Forwarded by Email: bearhb@jea.com
JEA Manager Procurement Contract Administration

Elizabeth DiMeo Forwarded by Email: dimeea@jea.com
JEA Manager W/WW Project Management

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY

**ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION
WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY**

APPLICANT: JEA
21 West Church Street
Jacksonville, Florida 32202

SUBJECT: Jacksonville, Duval County, Florida
Milepost SL-3.70, Springfield Lead, Georgia Division
Latitude N 30.352888, Longitude W 81.661217

Norfolk Southern Activity No. 1281103

Proposed installation of an underground crossing of a 16-inch PVC wastewater pipeline in a 30-inch steel casing pipe wholly within the confines of Boulevard Street (AAR/DOT #713580N)

In response to Applicant's submittal dated January 6, 2020, regarding the proposed construction of the subject project, Georgia Southern and Florida Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached drawing marked Exhibit A, received by Railway on January 17, 2020, and Pipe Data Sheet, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the Applicant.
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance

(a) Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Applicant, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Applicant pays the then current risk financing fee for each affected installation, Applicant, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

AD

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Applicant, or its contractor if it employs one, shall furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Applicant in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

- Prior to commencement of any work to be performed, Applicant shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Applicant of such matters and the estimated cost therefor. No work shall be permitted without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about any Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Applicant agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the Applicant's Facilities to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railway for the protection of its train traffic and the protection of the property owned or in possession or control of Railway, or its employees, patrons, or licensees, Railway shall have the right to do so and Applicant agrees to bear full cost and expense thereof and to promptly reimburse Railway upon demand.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- In the event of any revision, renewal, addition, removal or alteration of said facilities, prior approval of the Railway must be secured. Applicant must also furnish Railroad Protective Liability Insurance for this work.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense therefore.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.
- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.
- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable

national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Applicant: **JEA**
21 West Church Street
Jacksonville, Florida 32202
Attention: Project Manager

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY

Adomon Jones
Real Estate Manager

DATE *3-10-2020*

AD

JEA

E. Gabriel Dimas

DATE *2-6-20*

Title *Mgr. Project ENG + Construction*

Activity Number: 1281103
AD: February 03, 2020

AD

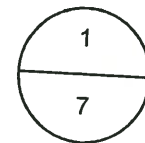
PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	WASTEWATER	16-INCH PVC PIPE
MAX. ALLOWABLE OPERATING PRESSURE	165 PSI	NONE
NOMINAL SIZE OF PIPE	16-INCH	30-INCHES
OUTSIDE DIAMETER	17.40"	30"
INSIDE DIAMETER	15.92"	29"
WALL THICKNESS	0.70"	0.5"
WEIGHT PER FOOT	23.70	157.68
MATERIAL	PVC DR-25	STEEL PIPE
PROCESS OF MANUFACTURE	extrusion	per JEA W-30
SPECIFICATION	JEA	JEA
GRADE OR CLASS (Specified Minimum Yield Strength)	C-905	per JEA W-30
TEST PRESSURE	165 psi	NOT APPLICABLE
TYPE OF JOINT	restraint/bell/spigot	WELDED
TYPE OF COATING	NONE	NONE
DETAILS OF CATHODIC PROTECTION	NONE	NONE
DETAILS OF SEALS OR PROTECTION AT END OF CASING	per JEA W-30	per JEA W-30
CHARACTER OF SUBSURFACE MATERIAL	soil	soil
APPROXIMATE GROUND WATER LEVEL	4-6 feet BLS	4-6 feet BLS
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	geotechnical report	geotechnical report

1281103-AD

Proposed method of installation:

- Bore and jack (per Section 5.1.3 of NSCE-8)
- Jacking (per Section 5.1.4 of NSCE-8)
- Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- Open Cut (per Section 5.1.2 of NSCE-8). *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- Other (Specify): _____



A-2 Received 1/17/20
 Jacksonville, Florida
 St. Johns River Terminal
 Company
 Lat: N 30.352888
 Long: W 81.661217

