



# Utility Manual

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July 20, 2018

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# 1. Introduction

## 1.1 General

The purpose of this publication is to establish a procedure governing the adjustment, installation and relocation for Utilities involved in State right-of-way acquisition. This publication is for the use of Department personnel as well as public and private Agencies affected by highway construction. This publication cannot cover every circumstance that may occur during utility relocations. It is intended to provide general policies and guidelines for resolving special circumstances that are encountered. Each special circumstance will be evaluated on a case-by-case basis; the Department is committed to negotiate a fair and equitable resolution based on governing regulations and case histories.

The responsibility for utility negotiations has been placed upon the Department's Right-of-Way Division. The Utility Section is directed by the State Utility Coordinator under the supervision of the Right-of-Way Director.

## 1.2 TDOT Contact Information

See: <https://www.tn.gov/tdot/right-of-way-division/utilities-office/utilities-office-staff.html>

## 1.3 Commonly Used Abbreviations

ASA: Administrative Services Assistant

CADD: Computer Aided Design and Drafting

COC: Certification of Consultant

FHWA: Federal Highway Administration

HQ: Utility Headquarters Office

IRIS: Integrated Right-of-Way Information System

MOU: Memorandum of Understanding

MUCES: Modified Utility Consultant Excel Spreadsheet

MUES: Modified Utility-item Excel Spreadsheet

POA/POC: Point of Accountability and/or Point of Contact

PPRM: Program/Project/Resource Management System

Region: Regional Utility Office

ROW: Right-of-Way

TDOT: Tennessee Department of Transportation

## **2. Accommodation Utilities within Highway Rights-of-way - Permits**

### **2.1 Accommodation Rules**

Promulgated Chapter 1680-6-1 Rules and Regulations for accommodating utilities within highway rights-of-way (Utility Rules and Regulations) and subsequent Utility Instructional Bulletins (UIB) will be used to evaluate and approve utilities and individuals seeking a permit for installations on State Highway rights-of-way.

Regional Utility Office Coordinators process the Utility Permits submitted for their respective region. If a permit crosses regional lines, generally more than 1000 feet, both regions will review and issue permits in the respective region. Both Regional Utility Coordinators will consult and issue such permits as they determine.

Any exception to the Rules and Regulations the Regional Utility Coordinator will submit to the State Utility Coordinator for approval. This includes any installations within Freeways (Control access). As well any questions or concerns regarding accommodation will be coordinated between the Regional Utility Coordinator and the State Utility Coordinator.

The Regional Director can override any Utility Accommodation permit by signing approval of the permit application. This may be for the installation of utility facilities longitudinally under roadway pavement, or the open trenching of a state route where an adequate detour may be available, or any other condition that they deem warranted which is an exception to general practices for utility permit approvals.

## 2.2 Permit Applications

There are three types of Permit Applications:

- 1.) INDIVIDUAL Permit Application  
A single occurrence utility permit application from an agency providing utility services to the public.
- 2.) GENERAL AGREEMENT Permit Application  
A utility permit application from an agency providing utility services to the public which has an active executed General Agreement on file with the Department.
- 3.) PRIVATE LICENSE Permit Application  
A utility permit from an individual or company that does not provide utility services to the public. The consideration for such permits would be:
  - Property owner(s) who has property rights on property separated by State highway Rights-of-way. Such requests would be to provide a conduit from one side of the ROW to the opposite side of the ROW to provide for communication cable, waterline, sewer line, electrical connection. Generally this will be limited to underground installations.
  - Property owner whereby existing essential services (water or sewer) have been disrupted (well dries up, well fouled, septic system fails and cannot be replicated) and the property owner is seeking permit for a private facility on ROW to the nearest connection to a public utility.
  - A public agency (school board, industrial development board) providing essential services (water or sewer) seeking a permit for a private facility on ROW to the nearest connection to a public utility.

## **2.2.1 Special Permits**

Special Permits would include Fiber Optic Installations on freeways / Control Access facilities. When identified, the State Utility Coordinator should be notified as soon as they are identified.

Any nonconventional facility seeking installation on State ROW, such as a large gas facility, effluent, irrigation, etc. should be consulted with the State Utility coordinator to ensure compliance is maintained for utility installations.

## **2.2.2 General Agreement**

A utility General Agreement is used to solely grant a utility multiple permits less than one (1) bond instrument. A General Agreement is not required if the permit application is seeking an Individual Permit or a Private License Permit. A utility that has multiple permit application requests on multiple State highway ROWs may benefit from a General Agreement whereby the permits are secured by one (1) bond mechanism. A utility that seldom has more than one permit application submitted or seldom has a permit request on State Highway ROW may not benefit from a general agreement.

Permit application should be submitted, which provides all the necessary information, but a signature on the form and a bond are not necessary. A letter with all the same information that is requested on the application can be submitted in lieu of the actual permit application.

### 2.2.3 Application Submittals

Utility Permit applications are processed generally in the order they are received. Exceptions are made when resources are limited, and permit applications may be back logged due to the volume being received. When that occurs, the following considerations are made for processing permits:

1.) Emergency public utility applications

Repairs or installations required to restore public utility services.

2.) Private License application

To restore essential services to property owners who have had existing service interrupted.

3.) Service Connections Applications

Installation of public utility services such as taps, providing utilities necessary for occupation certifications for property owners.

4.) Improvement Applications

Installation of new, upgrade or replacement facilities which generally require substantial design development, planning, and advance notice.

## 2.3 Permit Review

For lengthy or complex installation, the Regional Utility Coordinator should hold a meeting with the applicant and Department Staff with involvement in the proposed installation. The Regional Utility Coordinator may determine the involvement of Department Staff may be accommodated by email or correspondence. Application Package would distribute electronically to those departments. Such Department involvement review would be:

#### FHWA REVIEW

Installations on Freeways which are considered exceptions to the rules will be submitted to the HQ Utility Office for concurrence and review by FHWA.

#### ADA REVIEW

Compliance will be required during construction and for all utility

installations. If concurrence is required, the permit will be submitted to HQ Utility Office and reviewed by the TDOT ADA coordinator.

#### ASTHETICS REVIEW

Installations on state scenic highways or in proximity to scenic areas will be submitted to HQ Utility Office for concurrence.

#### TRAFFIC OPERATIONS

Installations that are in close proximity to TDOT ITS facilities, street lighting, or egress and ingress within or near highway ROW which may have a significant impact to traffic, congestion, or a indicate a more complex traffic control plan could be a concern. Plans will be submitted to the Regional Traffic Operations Division for review.

#### STRUCTURE REVIEW

Installation near, under, thru, attached, or adjacent to a highway bridge structure, sign structures, or a box or slab bridge whereby structural integrity, structure maintenance or hydraulic characteristics may be impacted or could be a concern.

#### MAINTENANCE REVIEW

Installation within or near highway ROW whereby the ability to maintain the highway, drainage structure, slopes, ingress and egress, or control access may be impacted or could be a concern.

#### HORTICULTURAL REVIEW

Installations where significant clearing and grubbing on State ROW may be a consideration.

#### ENVIRONMENTAL REVIEW

Installation within or near highway ROW whereby the ability to maintain mitigation areas, or a suspicion of an environmental impact to wetland, cultural, or habitat could be a concern.

#### LIGHTING REVIEW

Installation includes street lighting, within or near highway ROW whereby the ability to maintain traffic lighting, Intelligent Transportation Systems, or fog detection systems could be a concern.

#### AERONAUTICS

Utility installation near an airport facility will be submitted to the HQ Utility Office for concurrence and review by the TDOT Aeronautics Division.

## 2.4 Permit Inspection

The Regional Permit Coordinator will evaluate and determine if the utility installation requires an inspection. Generally the simpler installations such as service connections, reconductoring or joint attachment to an existing overhead installation would not require an inspection. A lengthy installation may require a drive through inspection. An installation in a congested area, high profile area, or with a known application that has a history of issues may be a concern where more inspections would be a consideration.

An inspection should be performed for the release of any bonds or obligations to restore the ROW to as before or better conditions. This insures that drainage is properly accommodated, and ground conditions established to address erosion and maintenance of the highway roadside.

## **2.5 Additional Permits Required**

### ***2.5.1 Local Agency Permits***

If the state route is within a city or county which has a utility permitting process, the applicant will be required to obtain any and all permits from that entity for the installation, and should be noted on the Department approval of the permit subject to any and all local permits. If the applicant is directed contrary to one or the other permit, the Regional Permit Coordinator is to be contacted to resolve the directives. Generally the promulgated state accommodation rules will govern if there is a discrepancy.

### ***2.5.2 Environmental Permits***

Tennessee Department of Environment and Conservation  
The utility is responsible for any and all additional State permits. This includes but is not limited to waterline and sewer line design permits issued by TDEC.

Erosion Prevention and Sediment Control (EPSC) Permits

NPDES Storm Water Construction Permit

Tennessee Valley Authority (TVA) Permits

Corp of Engineers Permits

## 2.5 Checklist

- Initial Permit application received  
Initial examination determines it is a valid application with plans and relevant location (latitude/longitude) and contact information provided. The permit request is entered in IRIS for tracking purposes.  
Installation Details plans?  
Traffic Control Plans?
- Individual Permit, General Permit, or Private License  
Individual – Evaluate bond amount commensurate with work, request and secure bond from applicant. Entered in IRIS for tracking purposes.  
  
General Agreement – Verify General Agreement valid. Entered in IRIS for tracking purposes.  
  
Private License – Applicant submit Private License Agreement, HQ Executes Agreement, Copied returned to Region prior to processing permit. Entered in IRIS for tracking purposes.
- Contact Information is verified and entered in IRIS for tracking purposes.
- Meeting warranted?  
Meeting is set and all utility and Department participants are notified. Displays of the permit installation are requested to be provided by the applicant. Meeting notes are entered in IRIS for tracking purposes.
- Technical review warranted?  
Documentation necessary to evaluate the application are distributed

to Department participants, and entered in IRIS for tracking purposes.

- Additional information is requested from the applicant to address any concerns, questions, or corrections. Correspondence entered in IRIS for tracking purposes.
- Comments and critical review of the utility installation detail plans, traffic control, and technical review. Review notes are entered in IRIS for tracking purposes.
- Conditions are affixed to the permit to address comments and critical review. Conditions are entered in IRIS for tracking purposes.
- Conditions for Holiday periods are affixed to the permit. Conditions are
- Notification of any and all other permits are required condition is affixed to permit. Condition entered in IRIS for tracking purposes.
- Notification that applicant is to notify Region Permit Coordinator 10 days prior to beginning work to schedule inspector and announce traffic restrictions in the weekly report of construction activities.
- Determination of Inspector is noted on permit. Inspection note entered in IRIS for tracking purposes.  
GIS location noted  
Photos Before  
Instructions to Inspector  
Inspector Correspondence  
After photos

- Inspector corrective action completed if warranted.
- Bond release if necessary

### 3. Utility Coordination on Projects with Right-of-Way (ROW) Plans

#### 3.1 Early Notification

TCA § 54-5-853 requires the Department to notify all potential utility owner(s) of any proposed construction prior to beginning work.

##### ***3.1.1 Distribution of Early Notification Letter to the Utility (Headquarters Office)***

*In the event a project requires an early notification and has not been set up in IRIS, the Transportation Tech Senior will import the project and notify the Regional Utility Office (Region).*

The Transportation Tech Senior will regularly check Program/Project/Resource Management System (PPRM) Activity Manager (Activity ID 150) and distribute the early notification letter(s) (Exhibit 3-1). Accompanying the early notification letter, the Transportation Tech Senior shall provide a vicinity map (Exhibit 3-2), which can be found on PPRM or by contacting the Point of Accountability and/or Point of Contact (POA/POC). All documents must be distributed via certified mail; return receipt requested, during the project's preliminary phase. Occasionally, this may be required prior to preliminary funding.

##### ***3.1.2 Utility Responses (HQ)***

*For Utilities who do not respond within the allotted timeframe, verification of the Utility's contact information shall be accomplished by the Transportation Tech Senior.*

Within 60-days of receiving the early notification letter, the utility owner shall respond to the Department indicating whether or not they have facilities within the project's vicinity. Any utility owner who has not responded within the requisite 60-days must be sent a second notification (Exhibit 3-3) via certified mail; return receipt requested, providing an additional ten (10) days to respond. Any utility owner who has failed to respond within the maximum required time allowance of 70-days shall be considered unresponsive by TDOT. Per TCA 54-5-853(e), unresponsive Utilities will be presumed to not have existing facilities within the proposed project limits. Utilities which are

unresponsive to TDOT's early notification letter(s), which have existing facilities within the proposed project limits, shall be liable to the Department's contractor for any damages incurred due to their failure to respond.

### ***3.1.3 Incorporation of Responses into Plans (HQ)***

After all notice deadlines have elapsed, the Transportation Tech Senior shall compile the responses from all utility owners and distribute per the instructions provided within (Exhibit 3-4).

## **3.2 ROW Phase**

### ***3.2.1 Distribution of ROW Plans to Utilities (Region)***

*If electronic distribution is desired, a CADD Disclaimer must be on file for each utility sent electronic plans.*

Per TCA § 54-5-854(a), the Region will distribute at least two sets of the final ROW plans to the appropriate Utilities via certified mail; UPS/FedEx or electronic distribution. The Preliminary Engineering letter (Exhibit 3-5) shall also be included with the ROW plans.

Prior to distributing ROW plans, the Region is responsible for determining whether a project is Chapter 86 qualified based on TDOT policy. If there is a question regarding a projects qualification, the Region may contact the appropriate HQ Assistant State Utility Coordinator for further clarification.

Additional forms such as the Declaration of Scheduled Calendar Days, Consultant Request, CADD Disclaimer, Standard Estimate Spreadsheet, Utility Deposit Form, Certification Contract Obligation, Environmental MOU, Environmental Agreement, Plans Revision Form, etc. may be found at: <https://www.tn.gov/tdot/article/row-utilities-office-forms>

### ***3.2.2 120-Day Reminder (Region)***

Any Utilities that have not responded to the Preliminary Engineering letter (Exhibit 3-5) within 90-days of distribution, shall be sent a reminder letter (Exhibit 3-6) informing them any potential reimbursement may be in jeopardy if the 120-day deadline is not met per TCA § 54-5-854(b).

### **3.2.3 120-Day/165-Day Utility Response (Region)**

*Rainbow Plans Legend:*  
*Red-Proposed facilities*  
*Yellow/Orange-Existing facilities to remain*  
*Blue- Temporary facilities*  
*Green-Existing facilities to be removed*

Per TCA § 54-5-854(b), within 120-days of receiving plans, the Utilities are required to submit color-coded marked-up location plans (commonly referred to as “Rainbow Plans”) showing vertical and horizontal locations of their existing underground facilities as well as the horizontal location of existing above ground utility facilities. Under the CADD Disclaimer, the utility is required to provide an electronic file showing the relocation plan per the Department standards inclusive of vertical and horizontal locations of all proposed underground installations. If the utility is relocating, they must also show the proposed locations of their relocated facilities on the Rainbow Plans. The Utilities shall also provide a schedule of calendar days to accomplish their relocation and an estimate of cost if reimbursement is sought.

Should the Utilities need more time to coordinate with other utility owners or if the plans change due to a revision, TDOT may grant the utility an additional 45-day extension. If the extension is granted by TDOT, a revised due date letter must be provided to the utility (Exhibit 3-7). The total time to respond shall not exceed 165 total days.

At the conclusion of the 120/165-Day deadline, the Region shall send all Utilities who have failed to respond the final notice letter (Exhibit 3-8), notifying the utility the deadline has passed and reimbursement is in jeopardy.

### **3.2.4 Processing Consultant Engineering Requests (Region/HQ)**

*Region:*

Per 23 CFR § 645.109(b), if a utility is not adequately staffed to pursue the engineering necessary for utility relocations, federal funds are allowed to participate in reimbursing the utility for consultant engineering costs. According to 23 CFR § 645.109, a utility shall request TDOT approval of the engineering consultant **prior to any consultant work being performed.** Work performed prior to authorization is not eligible for reimbursement under the federal rules and regulations.

In order to approve a consultant request, TDOT must receive the following:

- The Consultant's Scope of Work
- Memorandum of Understanding (MOU)
- Certification of Consultant (COC)
- Estimate of Engineering Costs (if the consultant is working under a continuing contract with the utility, a copy of the continuing contract will also be required documenting the terms of the contract, effective period covered by the contract, and the rates.)

The aforementioned forms can be obtained using the following link:  
<https://www.tn.gov/tdot/article/row-utilities-office-forms>

When reviewing engineering costs, the reviewer must ensure that the consultant's overhead rate meets the conditions described in Exhibit 3-9. If the requested overhead rate exceeds the allowable amount, the consultant can apply for a higher overhead rate. If a higher overhead rate is required, please contact the Assistant State Utility Coordinator at TDOT HQ for further guidance.

The aforementioned documentation must be scanned and entered into the Integrated Right-of-Way Information System (IRIS). The consultant must be added and assigned to the appropriate utility, milestone dates, and the engineering estimate amount must be entered into IRIS. Once all required

information has been entered into IRIS and reviewed, the Region will generate the Engineering Approval letter (Exhibit 3-10) and distribute per the instructions provided within.

*HQ:*

Upon receiving the approval letter from the Region, the respective Assistant State Utility Coordinator will review the consultant request package, enter the HQ approval date into IRIS and generate a contract folder for central files.

### ***3.2.5 Processing Utility Responses to ROW Plans (Region)***

After the Utilities have had adequate time (120-165 days) to review the final ROW plans, they will indicate one of the following:

*The “A-Date Package” refers to the submittal received from the Utility which includes:*

- *Rainbow Plans*
  - *Schedule of Calendar Days*
  - *Relocation Cost Estimate*
- Not on Project – The utility has no facilities within the project limits.
  - No Conflict – The utility has facilities within the project limits however, they are not impacted by the project.
  - No Cost – The utility has facilities within the project limits which will be required to be relocated at the utility’s expense. The utility will submit a Schedule of Calendar days to the Region. Upon receipt, the Region will review and approve (if acceptable) the proposed relocation plan and the Schedule of Calendar days; then, the utility should be put to work as soon as possible.

*Chapter 86 refers to TCA § 54-5-804 as amended by Public Chapter 86 of the 2003 Acts of the Tennessee General Assembly. It grants the State the authority to reimburse eligible utilities for relocations on public rights-of-way, provided the project is qualified.*

*Property Rights refer to private easements, private right of way, prescriptive easements or any other instrument that allows the utility to occupy property outside of public right-of-way.*

- Reimbursement Contract – The utility has facilities within the project limits that require relocation. The utility is eligible for reimbursement based on property rights or Chapter 86. A contract based on the A-Date Package will be required prior to any relocation. Upon receiving the completed A-Date Package, the Region will review and approve the Rainbow Plans, Schedule of Calendar Days, Estimate of Relocation Cost and Chapter 86 Certification Form (if eligible). Once these forms are approved, the Region will send the package to the Assistant State Utility Coordinator for contract generation.
- No Response – Occasionally, Utilities do not respond to the ROW plans within the allowed timeframe. When this occurs, the utility will be assigned a schedule and put to work at no cost to the State as soon as the deadline expires.

It is important to review all Rainbow Plans from the various Utilities to ensure potential conflicts with TDOT’s proposed facilities as well as conflicts between other Utilities are mitigated. When conflicts exist between Utilities, priority is given to the utility who responded first.

As soon as responses from the Utilities are received, all responses and dates should be entered into IRIS. Any documentation received should also be digitally scanned accordingly.

Electronic measures may be employed by TDOT to identify potential underground conflicts. This data will be useful in future 3D models that will show potential conflicts.

### 3.2.6 *Relocation Contract Generation (HQ)*

When a reimbursable relocation is required, a contract must be in place prior to any work being performed or payments being made. Upon receiving the approved A-date package from the Region, HQ will generate a contract based on one of the following:

#### *Chapter 86 Contracts*

- Move In State – The Utility has opted to have the State Highway Contractor perform all relocation work as part of the State Contract.
- Move In State with Exceptions (AT&T) – Utilities with a negotiated labor agreement is allowed to include their relocation in the State Contract with an exception for the Utility’s Union Labor to perform certain portions of the work.
- Move in State with Material Exceptions – The Utility has opted to have the State Highway Contractor perform all the relocation work in the State Contract; however, the Utility will provide the materials to be installed.
- Move Prior – The Utility has opted to perform their relocation work with the requirement that all conflicts will be resolved prior to the construction letting. If the Utility fails to remove all conflicts prior to the construction letting, the Utility automatically forfeits their reimbursement for any facilities within public ROW.
- Pipeline – (Generally used for transmission gas lines) Pipeline contracts are similar to Move Prior contracts with the exception of including additional property rights language.

#### *Non-Chapter 86 Contracts*

- Public/Private – The Utility is reimbursed on a percentage basis, calculated by the number of poles/linear feet of their facilities located on private ROW divided by the total amount of their

facilities being relocated. The Schedule of Calendar Days controls their deadline.

- Public/Private Move In State – This contract type is similar to the Chapter 86 Move in State contracts. However, in this case, the Utility is responsible for all relocation costs of their facilities located within public ROW.
- Public/Private Move In State with Exceptions (AT&T) – This contract type is similar to the Chapter 86 Move in State with Exceptions contracts. However, in this case, the Utility is responsible for all relocation costs of their facilities located within public ROW.
- Public/Private Move In State with Material Exceptions – This contract type is similar to the Chapter 86 Move in State with Material Exceptions contracts. However, the Utility is responsible for all relocation costs of their facilities located within public ROW.
- Replacement Easement – The Utility is reimbursed for the costs of replacing their existing easements.
- Move Again – Occasionally a Utility will relocate based on ROW plans and a plans change will require an additional relocation. When this happens, all of the additional costs are reimbursed by TDOT.
- Pipeline – This contract type is similar to the Chapter 86 Pipeline contracts. However, in this case, the Utility is responsible for all relocation costs of their facilities located within public ROW.

### *Supplemental Contracts*

Supplemental contracts may be required for a great number of reasons; these contracts alter the original contracts by replacing the original language with new and improved language. Some of the most common reasons for issuing supplemental contracts are:

- Changes to the estimated contract amounts
- Date Changes on Move Prior Contracts

- Splitting up a project into smaller projects

Once the ASA 3 has generated the contract, the State Utility Coordinator shall review the contract for accuracy and approve it. After approval, the ASA 3 shall mail 2 original copies to the Utility for signatures.

Upon receiving 2 signed original contracts back from the Utility, the Assistant State Utility Coordinator shall review to ensure that all necessary blanks are filled in correctly. Once satisfied, the Assistant State Utility Coordinator will generate a cover letter (Exhibit 3-15) for circulation and distribute it accordingly. Once the contract is returned with the Commissioner's signature, the ASA 3 will enter the contract in Edison and send 1 original contract to the Region and keep 1 original contract for the central files.

### ***3.2.7 Detailed Construction Plans Submittal***

#### *Generation of U1-X Plans (Region)*

The U1 sheets will be produced by Regional Design and sent to the Regional Utility Office to be checked for:

- Inclusion of all utilities
- Utility contact information
- Federal and State Project Numbers
- Correct page numbering
- Correct match line stations
- Match line stations

After the plans have been reviewed and found to be satisfactory, they shall be uploaded to the FileNet ROW subsection no later than 11-1/2 weeks prior to the construction letting date.

The “B-Date Package” refers to the submittal received from the Utility, by the Region, which includes:

- Detailed Relocation Construction Plans
- Tabulated Quantities
- Construction Specifications

### *Generation of UX-X Plans*

Any utility wishing to have their work included in the state contract, must have their entire B-Date Package, which included the Detailed Relocation Construction Plans, submitted **no later than 16-Weeks** prior to the construction letting date. The first Utility who responds will be assigned the U2 series; the next Utility will be assigned the U3 series and so on. Upon receiving the Detailed Relocation Construction Plans the Region should check them for:

- All sheets are stamped and sealed by a Professional Engineer
- Black and white only
- Federal and State Project Numbers
- Correct page numbering
- Correct match line stations
- Match line stations
- Locations must be shown for exactly where lines that are retired are to be cut

After the plans have been reviewed and found to be satisfactory, they shall be uploaded to the FileNet ROW subsection no later than 11-1/2 weeks prior to the construction letting date.

### *Plans Revisions*

Occasionally these utility relocation plans require changes. When these changes are made they are called revisions. The revisions are either called a letting revision or a construction revision. Letting revisions are plans that are revised prior to Construction’s bid letting. Construction revisions are plans that are revised after the bid letting. Please consult with Exhibit 3-16 for further information on how to process these changes.

### ***3.2.8 Authorizations for Utilities to Go To Work (Region)***

Any time utilities are working on public ROW, they must be authorized by the Regional Utility Office prior to commencing work. It is important on projects with multiple utilities, that each utility to be put to work as soon as possible.

Utilities moving at no cost to the State should be put to work as soon as possible. This is best done immediately after reviewing their Schedule of Calendar Days and Rainbow Plans using the Go to Work at No Cost Letter (Exhibit 3-11).

Utilities with relocation and/or easement contracts should also be put to work as soon as possible. Upon receiving the fully executed relocation contract back from HQ, the Region should put the utility to work against the executed contract immediately using the Contract Go to Work Letter (Exhibit 3-12). In the event a utility bids out the reimbursable relocation work, the region must review the bid tabs to ensure the work was awarded to the lowest qualified bidder.

### ***3.2.9 Utility Certification (HQ)***

All projects with Federal participation must have a Utility Certification Letter (Exhibit 3-13). This letter provides the status for each utility, as well as any railroads, that may be on the project. HQ is responsible for submitting this letter to Programming no later than 6 weeks prior to the Construction Letting. Prior to issuing the Certification, the following must be complete:

- All utilities relocating at no cost have been put to work.
- All utility contracts have been put to work.
- All utilities moving in state have supplied their detailed construction plans, specifications, and quantities and deposit (if applicable).
- All plans have been uploaded to FileNet.

- All rainbow plans have been submitted to Environmental for utilities moving in the state contract.

## 3.3 Construction Phase

### 3.3.1 *Preconstruction Meeting (Region)*

Once the State has awarded the Construction Contract to the lowest bidder, the Construction Office will hold a Preconstruction Meeting with the project stakeholders to ensure that issues are minimized once the Contractor gets on the project. The Regional Utility Office is required to attend and the utilities are generally invited as well. All Move Prior relocations should have their potential conflicts relocated by this point. Failure to have these conflicts removed by the letting will result in forfeiture of all reimbursement for facilities on Public ROW.

### 3.3.2 *Fining Utilities Who Failed to Meet the Deadline*

TCA 54-5-854(h)(1)(A) provides the State with authorization to fine utilities up to \$500 per day, for each day after the approved Schedule of Calendar Days has expired. This process involves several divisions working together as outlined in Exhibit 3-14.

## **4. Utility Coordination on Projects without ROW Plans**

### **4.1 Early Notification**

*Projects without ROW Plans may also be referred to as “No-Plans Projects”.* It is the policy of the Department that no-plans projects do not meet the construction criteria as defined in TCA 54-5-852. Therefore, early notification is not required.

### **4.2 Letting / Utility Certification (HQ)**

Without a complete set of plans, HQ must rely on the project POA/POC or Regional Utility Staff to verify that no utility conflicts within the project construction limits. Upon receiving attestation that no conflicts are present, HQ will issue the Utility Certification to Programming no later than six weeks prior to the letting.

## 5. Railroads

### 5.1 Introduction

The purpose of Railroad Coordination is to involve the respective railroad(s) as early as practical in the design process to identify and avoid conflicts or issues which may impede the design and eventual construction processes. The FHWA requires any project which contains Federal money be certified for Railroad Coordination before a project can be let for construction.

The Department of Transportation and each Railroad entity which operates within the State have a mutual interest in moving goods across the State of Tennessee. The railroads supply and support the States highway system by removing excessive truck traffic, moves freight from one location to another, moves fuel and other liquids across the State, etc. The Department of Transportation facilitates movement of persons and freight by a network of Interstates and State Routes. Both entities are in the moving business and it is in the interest of each entity to support each other in our respective purposes. In the end, the Railroads and the Department contribute greatly to the economy of the State of Tennessee.

Counties  
 Railroads:  
 Bledsoe  
 Cannon  
 Clay  
 Decatur  
 DeKalb  
 Fentress  
 Grundy  
 Hancock  
 Henderson  
 Houston  
 Jackson  
 Johnson  
 Macon  
 Meigs  
 Moore  
 Overton  
 Perry  
 Pickett  
 Sevier  
 Trousdale  
 Van Buren  
 Wayne

without **5.1.1 Railroads within the State of Tennessee**

There are several counties within the State of Tennessee which have no Railroad corridors within their boundaries. Of the 95 counties that exist in the State, there are only 73 counties which have Railroads which traverse the county to some degree. The list provided in the margin indicates the twenty-two counties within the State which have no Railroad corridors or Crossings.

*Types and Names of Operating Railroads within the State*

Class One Railroads:

- Burlington Northern Santa Fe Railway [BNSF]
- CSX Transportation [CSXT]
- Illinois Central Railroad [IC]
- Norfolk Southern Corporation [NS]
- Union Pacific Railroad Company [UP]

Short-line Railroads:

- A.E.D.C. Railroad/Arnold Air Force Base
- Alabama Great Southern Railroad (NSRR subsidiary) [AGS]
- Bedford County Railroad Authority
- Caney Fork and Western Railroad [CFWR]
- Chattooga and Chickamauga Railway Company (Genesee & Wyoming subsidiary) [CCKY]
- Cincinnati New Orleans & Texas Pacific (NSRR subsidiary) [CNTP]
- East Chattanooga Belt Railway [ECTB]
- East Tennessee Railway, LP (Genesee & Wyoming Railroad Services subsidiary) [ETRY]
- Genesee & Wyoming Railroad Services [GNWR]
- Hamilton County Railroad Authority [HCRA]
- Heritage River Railroad [HHPA]
- Hiwassee River Railroad Company
- Kansas City Southern Railroad [KCS]

- Knoxville and Holston River Railroad Co. (KXHR)
- KWT Railway, Inc. (Genesee & Wyoming Railroad Services subsidiary) [KWTR]
- Lhoist North America of Tennessee Railroad
- Mississippi Central Railroad Company [MSCI]
- Mississippi Tennessee Railroad
- Nashville and Eastern Railroad Corporation [NERR]
- Nashville and Western Railroad Corporation [NWR]
- National Coal Company
- R.J. Corman Railroad Company [RJCC]
- Sequatchie Valley Railroad [SQVR]
- South Central Tennessee Railroad Company, Inc. [SOU]
- Tennessee OverHill Heritage Association Old Line Railroad [TOHA]
- Tennessee Southern Railroad Company [TSRR]
- Tennessee Valley Railroad Museum [TVRM]
- TENNKEN Railroad Company [TENN]
- Tri-County Railroad Authority
- Tyner Terminal Railway Company [TYNT]
- Union City Terminal Railroad (Indiana Business Railroad, Inc.) [UCTR]
- Walking Horse and Eastern Railroad Company, Inc. [WHOE]
- West Tennessee Railroad [WTNN]

### ***5.1.2 Types of Railroad Involvement***

A railroad can exist as one of four different modes within the State of Tennessee:

- Underpass - the roadway crosses over the Railroad.
- Overpass - the roadway crosses under the Railroad.

At-Grade - the roadway and the Railroad cross at a constant elevation.

Parallel - the roadway construction encroaches on the railroad property or the influence of the roadway may contribute to a grade crossing near the roadway project.

**NOTE:** TDOT and the Railroad look at these modes from two different vantage points. The railroad entities look at a crossing from their perspective while TDOT looks at a crossing from their perspective and the two are opposite from each other. The list above outlines the way TDOT looks at grade separated crossings and since TDOT is the contract composer, it is TDOT's perspective which holds precedence and requires all documentation to match.

#### ***Identifying Specific Railroad(s)***

Every Railroad which crosses a roadway has a unique six (6) digit and one (1) alpha identifier assigned by the Federal Railroad Administration (FRA) which is referred to as the DOT or AAR number (EX. DOT#: 731487N). The DOT or AAR number is generally located at the physical crossing as a plaque, sign, tag, or bungalow placard. These identification markers are generally attached to a pole or the Railroad crossing bungalow or cabinet.

Using the DOT Crossing number, all the pertinent information related to a specific crossing can be obtained such as: The Primary and Secondary Operating Railroad, the Type of crossing, the Railroad's milepost, the town in which the crossing exists, the Latitude and Longitude of the crossing for identification purposes, etc.... The FRA Office of Safety Analysis Database can be accessed using the following link:  
<http://safetydata.fra.dot.gov/officeofsafety/publicsite/crossing/crossing.aspx>

The State Railroad Coordinator receives many requests from the public and from internal TDOT personnel concerning a specific Railroad Crossing identification – which Railroad owns and/or operates a particular line. A series of County maps have been generated to help determine which railroads exist at a particular location. These maps have been stored on TDOT servers and can be accessed at any time (for specific instruction, please refer to the State Railroad Coordinator).

### *Identification of Railroad Involvement*

The State Railroad Coordinator is responsible for every project let by the Department of Transportation. There are many different methods the State Railroad Coordinator should use to determine which projects will require Coordination and which ones do not.

Top Management Report (TMR) - The TMR is a PPRM report that outlines the Departments intended projects scheduled for the upcoming four (4) years. The document is presented as a bond book and separates projects by county and by Region. The document contains project types such as: Bridge Repair, Bridge Replacement, Environmental Studies, Intersection Improvements, Miscellaneous Safety Improvements, New Interchange, New-Construction, Modify Interchange, Realignment, Reconstruction, Realign & Widen, Right-of-Way, Safety, and Signalization projects to mention a few. The book will be supplied to the State Railroad Coordinator by the Director of Right-of-Way once they become available.

The State Railroad Coordinator will review the document and indicate whether each project has any railroad involvement, and if so, specify the involved Railroad entity. If a project has Railroad Involvement, the State Railroad Coordinator will indicate the involved DOT Crossing ID(s) and the extent of the involvement i.e., which documents will be required for the coordination process. Once this is complete, the information must be stored within a data base for future reference. The TMR shall be stored in the office of the State Railroad Coordinator for reference by all necessary parties. At

any given time, the State Railroad Coordinator should have four (4) years of TMR's within their office.

The Three year Plan – The three year plan lists the larger projects the Department will be working on throughout the next three years. The 3-year plan indicates where a project is intended to be within the development throughout the three years. For instance, in year one a project may be in the Preliminary Engineering phase. In year two the project may transfer to the Right-of-way phase. Finally, in year three, the project is intended to be let for construction. The intended phases of a project throughout the upcoming three years will help the State Railroad Coordinator determine priorities and develop timeframes when action items must be completed to ensure the project stays on schedule.

The State Railroad Coordinator shall ensure the information within their database reflects all of the projects within the 3-Year Plan document. If a new project is listed the State Railroad Coordinator will determine if the project has Railroad Involvement or not and store this information within their database for future reference. The State Railroad Coordinator shall at any given time have three years' worth of 3-year plans on record within their office.

Letting Schedules – The letting Schedules are a list of projects intended for a specific upcoming letting. The information contained within the letting schedule comes from PPRM and a report based on the specified lettings Turn-in date can be obtained through the program.

The State Railroad Coordinator is responsible for indicating Railroad Involvement and which Railroad is involved for each project listed in a proposed letting. If a project has Railroad Involvement, the State Railroad Coordinator will indicate the involved DOT Crossing ID(s) and the extent of the involvement i.e., which documents will be required for the coordination process. Also, the State Railroad Coordinator will indicate where the coordination process stands at any given moment. There are always two pre-letting meetings in which the State Railroad Coordinator will be required to report out on all of the projects contained in a specific letting to the State Utility Coordinator. This information is then communicated to the Director

of Right-of-Way who in turn reports out to the Chief Engineer of the Department.

Projects can change lettings so it is suggested the State Railroad Coordinator keep a record of all letting Schedules for approximately three years for reference purposes. If a project gets shifted out of a letting it will most likely show up again.

Resurfacing Fiscal Year (FY) Reports - The State Railroad Coordinator will be responsible for delivering the *Resurfacing Priority FY Estimate* for all regions for the upcoming fiscal year to the Transportation Technician Supervisor. This list is provided by the Transportation Manager II in the Programing Division and is generally released in the fall of the year prior to the projects being let. Updates to the list are common and again the State Railroad Coordinator will be responsible for delivering all updates to the Transportation Technician Supervisor as soon as they become available. The Transportation Technician Supervisor will identify all projects by PIN number which will require Railroad Coordination, identify the Railroad entities involved, record the DOT/AAR number associated with the crossing(s), and store the FRA crossing inventory sheet on the P drive. Once this information is collected, the Transportation Technician Supervisor will provide a document to the State Railroad Coordinator identifying all Resurfacing projects contained within the *Resurfacing Priority FY Estimate* which require Railroad Coordination, the name of the Railroad entities involved, the involved crossing(s) unique DOT/AAR number or a “*No Railroad Involvement*” statement with a reason why and a date the planned route was reviewed. These tasks should be completed by no later than ten business days from receipt of the Resurfacing Priority FY Estimate.

Emails – The State Railroad Coordinator is listed on many different email lists for projects which are progressing through the design process. When these emails come in, it is good for the State Railroad Coordinator to check and see if the project has already been examined for the necessity of Railroad coordination. Using the Railroad Coordinators database, this should be a simple entry activity. If the project has been examined previously, the email

can simply be deleted and ignored. However, if the project is either not recorded within the database or has been previously determined to have Coordination with the Railroad further actions may be warranted.

*Before Coordination Begins – Start Answering Questions*

When railroad involvement is identified, the State Railroad Coordinator should immediately start with asking four simple questions: What type of project work is to be accomplished? What Documents will be required? Who are the Stake holders? Is the effected Railroad property Easement or Fee-Simple ownership? The State Railroad Coordinator should start with these questions for every project which has Railroad involvement to determine the course of action during the coordination process. The following paragraphs outline how these questions should guide the direction of the coordination process will follow.

What type of project work is to be accomplished?

Bridge Repair- Likely an Agreement and SP105C if the Crossing is an underpass. If the crossing is an overpass, a SP105C will likely be the only document needed. All easements if not already recorded will be required to be cleaned up during the coordination process.

Bridge Reconstruction - Agreement and SP105C guaranteed for either overpass or underpass crossing and perhaps easements and deed transfers if not already addressed under a previous project.

Environmental Study - No coordination required. However, the environmental study is usually the first phase of a project which will progress to preliminary engineering, then Right-of-Way, and eventually construction. The different phases will most often be a child PIN of the parent pin. So if involvement is determined in the Environmental Study phase, make a note because the real involvement and coordination will follow shortly.

Local Programs - Depends on who is responsibility for the tasks. The responsibility of each task can be determined from an examination of PPRM. If the State is responsible for letting the project, the State Railroad Coordinator will be responsible for the Coordination process. If the project is

let by the locals, the State Railroad Coordinator will be an adviser to the local entity responsible for the project or their consultant.

Miscellaneous Safety - These projects almost always require a SP105C due to the posting of signs over, under, or within the Railroads Corridor and the placement of guardrails within the same constraints. An Agreement and property issues are almost never addressed as part of a Miscellaneous Safety project. **NOTE:** It is important to ensure these types of projects are not bracketed by another type of project which requires substantial Railroad coordination such as Bridge Repair projects.

New Bridge Construction - Always an Agreement and SP105C and potentially property rights and deed transfers if the property is owned in fee simple by the Railroad. If At-Grade Crossings are being closed due to the project, a theoretical Bridge Cost must be negotiated with the Railroad to which they will contribute 5% to the project. The Theoretical Bridge Cost calculation process is defined in the CFR.

Railroad Crossing Improvements - These projects will require an Agreement and SP105C. Perhaps property rights and deed transfer if the Railroad entity owns the corridor in fee simple.

Resurfacing -These projects generally require a SP105C and often require a Multi-Modal Study.

Signalization - SP105C is required and an Agreement may be necessary if the traffic signals are or will be interconnected with the Railroad preemption.

Widening - Potentially an Agreement may be needed but a SP105C will always be necessary. Property rights and deed transfer may be required if the Railroad owns the effected property in fee simple.

What Documents will be required?

- Special Provisions 105C (SP105C)
- Agreement
- Force Account Estimate (FAE)
- Right-of-Entry
- Construction Checklist
- Deeds/Property Rights (Fee Simple, Easements, Air Rights, etc.)

- Theoretical Bridge Cost
- Multi-Modal Study
- Etc.

Who are the Stake Holders?

- What Railroad entities are involved?
- Does the Railroad entity own or lease the corridor?
- Does the project include the construction of structures or facilities off the state network?

Will maintenance of the constructed items as part of the project remain the State's responsibility or will the maintenance of the new items be the responsibility of one or more local entities?

Who are the local entities? City, Metro, or a combination?

Is the effected property Easement or Fee Simple owned?

If the effected property is an Easement corridor granted to the Railroad by State charter, the State manages the underlying fee while the corridor is used for railroad purposes and thus a crossing Agreement and Special Provisions 105C will be all that is necessary – this will be explained in greater detail in the next section of this document. However, if the Railroad owns the Corridor in fee simple, TDOT must pay for the property rights required and obtain a deed transfer before the State's highway contractor can enter the Railroad's property. If fee simple ownership is determined, the Right-of-Way Agent Senior will need to be solicited for assistance with the property negotiations.

The answers to these four questions will guide the State Railroad Coordinator as to what and who will need to be accomplished and involved throughout the coordinated effort.

### *Property Rights*

Railroad lines which operate within the State of Tennessee exist on ROW in one of two means:

- 1.) Easement ROW
- 2.) Fee Simple ROW

Each of these is discussed in further detail below.

Property interests concerning the Railroads can be very convoluted because the records which indicate ownership are quite poor on both the Railroad's and the State's part. Many of the rights conveyed to the Railroads and the properties they own or the corridors in which they operate by Easement were conveyed in the 1800's. For this reason, it is virtually impossible to determine which document (if there is one) correlates with a section of track. Additionally, the recorded railroad entity may not possess a property interest in the corridor anymore. It is also possible that the Railroad entity may no longer exist as a company.

Given the Railroads can own ROW in Fee Simple or Easement; the demarcation lines can get blurred. In addition, the Railroads can sell the infrastructure improvements which exist on Easement ROW, further adding to the confusion. On top of all of this, generally when a Railroad sells a corridor to another Railroad, the property is often sold in miles of track of 20, 50, or 100 mile stretches and these stretches have a combination of Fee Simple and Easement Corridors. Since the track and the infrastructure which carries the track is the main commodity, the land parcels become a secondary concern.

The State Railroad Coordinator is limitedly responsible for all Easement ROW within the State and the Agreements used are limited to Easement ROW. Any property owned In Fee Simple by the Railroad must be dealt with by Deed or Easement. However, as mentioned previously, there is no clear delineating line between what "In Fee Simple" is and what is "Easement."

TDOT maintains, through its Comptroller's office, Val-Maps which indicates some deed references. Additionally, the HQ ROW office has an Excel spreadsheet which is to be used in conjunction with the Val-Maps to determine types of ownership along specific corridors. The Excel spreadsheet indicates what the width of the corridor is at specific locations and states whether or not the property is Easement or Fee Simple owned (It is important to know, this Excel spreadsheet is not always correct).

When a corridor, as indicated on the Val-Map, is absent of any deed references, and the referenced Excel Spreadsheet is devoid of information, TDOT assumes the Railroad exists within the corridor by Easement. Given both the Departments and the Railroads records are quite vague, the Department assumes the property exists as Easement ROW and places the burden of proof on the Railroad to indicate the property is in fact owned In-Fee.

Easement ROW is a corridor of property which was provided to the Railroad for the benefit of interstate commerce by the State of Tennessee for Railroad purposes. In other words, Easement ROW is granted to the Railroad for the operation of a Rail line and may be used by the Railroad for corridor improvements needed for train movements. Both construction and maintenance are the responsibility of the easement Railroad entity.

All improvements made along the easement ROW are the responsibility of the Railroad and they have certain rights to the property. This would include but is not limited to tunnels, fencing, utility lines, overpasses, underpasses, bridges, drainage structures, drainage ditches, etc. The improvements made by the Easement Railroad entity can be sold to another Railroad entity and all rights to the Easement ROW will transfer to the purchasing Railroad entity. However, the Easement Railroad entity can never transfer deeds of ownership.

The State of Tennessee, at the direction of the Federal Government, went to individual parcel land owners within the State, along a specified corridor and either acquired or condemned long stretches of property for the railroad easement to be used for Railroad purposes. These corridors were assigned by easement to a Railroad entity for Railroad purposes. In this transaction, the State became the manager of the underlying Fee and retained certain property interest and rights. The Railroad was granted the right to operate their Rail service and construct the necessary improvements to accommodate their purpose. The individual property owners, from whom these corridors were obtained, retain the fee simple ownership of the property.

Given the Easements were a fixed corridor measuring either 100 or 200 feet in width, the Railroads were responsible for acquiring properties from

individual land owners when the Railroad deemed a rail yard was necessary for their operations. These parcels were acquired in fee simple and the Railroad entity has all rights related to these properties (Fee Simple ROW is discussed in great detail below in the In Fee Simple Section of this document).

The Railroad has occupancy rights and maintenance responsibilities for the Easement corridors they have been granted. However, a Railroad does not have the right to charge annual occupancy charges to another entity desiring to coexist on the Easement corridor. The most prevalent circumstance in which this issue arises is with Utilities.

The Railroad entity has the right to charge the Utility for preliminary engineering, permit, processing, and flagging fees for and in support of the installation process and the Railroad can stipulate what methods of construction are permitted but the Railroad cannot charge the Utility an annual occupancy fee. The Railroad has no rights to the underlying fee and therefore cannot charge the Utility a reoccurring fee for the privilege of existence. Nor can the Railroad charge the Utility for property rights, easements, or require the Utility to acquire property from the Railroad. No expenses can be charged by the Railroad of the Utility beyond the initial fees of pre-bid engineering work and the in-construction incurred cost's which were incurred by the Railroad to support the project. Due to the individual property owners retain the fee simple interest of the property corridors which were obtained by the State for the creation of the easement corridor, if a Utility desires to exist on a Railroad corridor, they would deal with property interest with all individual property owners along the corridor as well as the State of Tennessee and the Railroad entity who possesses the easement for Railroad purposes.

The rights the State has pertaining to Easement ROW are a little deceiving. While it is true the State manages the underlying fee the State cannot sell, donate, or retain the easement corridor if the Railroad decides to abandon the corridor. When the Railroad abandons an easement corridor, the existing

adjoining property owners obtain the abandoned corridor up and to the previous centerline of rail.

If a Railroad entity decides to abandon an easement corridor, they are required to remove the rails, ties, and abandon in-place any utilities used for Railroad purposes.

*Fee Simple Ownership:  
The highest possible ownership interest that can be held in real property.*

Fee Simple ROW is property which the Railroad has purchased all property rights from the previous land owners. The most common place this occurs is at current or previous rail yards. The State of Tennessee has no property rights to the Railroad's Fee Simple ROW unless those rights were negotiated and purchased from the Railroad. The Department and each Railroad entity assumes no rights have been granted unless supporting documentation (i.e. Deeds) can be supplied as proof. The Department has the ability to condemn railroad property, which would be processed by the ROW section.

When a project requires Railroad Fee Simple ROW, the State must obtain the property rights by warranty deed or permanent/temporary easement. A warranty deed would be used for fee simple acquisitions. A permanent easement would be used for air rights or drainage easements. A temporary easement would be required for construction and slope easements.

*Permanent Rights:*

- *Air*
- *Drainage*
- *Fee*

PERMANENT RIGHTS:

Permanent Rights are the most time-lengthy to obtain and are handled by a Warranty Deed or Easement. Acquiring permanent rights are the responsibility of the HQ ROW Agent Senior over Acquisition. The State Railroad Coordinator will identify and coordinate with the HQ ROW Agent Senior to accomplish the task of obtaining the required permanent rights necessary for the proposed project. Typically the ROW plans will show fee ownership by the Railroad in the acquisition table.

To obtain a Warranty Deed or Easement, the specific land areas needing to be acquired must be:

- Identified and surveyed.
- A legal description of the property generated from the survey data.
- A Fair Market Value Appraisal of the property.

- The Fair Market Value is conveyed to the Railroad by an official offer by the HQ ROW Agent Senior which begins the negotiation process.
- Finalizing negotiations will result in an executed Warranty Deed executed by the Railroad.
- Upon receipt of the Warranty Deed, TDOT will send said deed to the Register of Deeds in the County where the property is located.
- A copy of the recorded deed is sent to the Railroad for their records. The original recorded warranty deed will be maintained by the Department.

The process described above is generally initiated as soon as ROW plans are generated. However, the Railroad's real estate office must work in concert with the Railroad's engineering office before the transaction can be finalized. THE PROCESS GENERALLY TAKES AT LEAST SIX (6) MONTHS TO COMPLETE. This is also why the State Railroad Coordinator and the HQ ROW Agent Senior must be in constant communication to identify all property as early in the process as possible.

Air Rights extend above and/or below the effected property and the structure. When TDOT structures overpass the Railroad, they generally encompass an envelope around structures for future maintenance. The air rights extend 15 feet beyond the edge of the structure for future maintenance purposes.

Drainage Rights are obtained from the Railroad if the proposed construction changes the path or volume of drainage on the Railroads ROW which may directly or indirectly affect their infrastructure. Examples would include: bridge deck drains on an overpass structure which pour onto the Railroads corridor, changes to the existing grade which generates encroachment of runoff water to the Railroads drainage ditches which could foul the ballast matrix, or diverted temporary or permanent ditches toward the Railroads ROW. In some cases, the construction site generating the necessity of Drainage Rights may be a significant distance from the Railroads corridor but the modifications generate an impact to the Railroads ROW.

*Temporary Rights:*

- *Construction*
- *Slope Easement*

TEMPORARY RIGHTS:

The property where the proposed construction is to take place may exist on Fee Simple ROW or Easement ROW, both of which are detailed above. Building the proposed project may require access to the site from a different location and will only be utilized during the construction of the project.

A construction easement is generally obtained for haul roads, access roads, staging, or storage of materials for the proposed construction project. Once the project is complete and returned to its original condition, the original property owner assumes complete ownership, rights, and responsibility for maintenance.

A slope easement may be required if the topography which abuts the roadway needs modification by either a reduction or addition of materials to adequately protect the constructed facilities or structures. The slope easement is a temporary easement and reverts back to the original property owner upon completion of construction of the project.

*Force Account Estimate (FAE)*

The FAE is the mechanism used by the State to pay the Railroad for the work they perform on any given project. Each FAE is project specific and contains provisions for both the preliminary Engineering phase and the Construction phase – including flagging costs. For small projects, the Railroad will submit one FAE during the coordination process which will capture all costs associated with the project. For larger projects, the Railroad will initially submit one FAE describing the costs associated with the Preliminary Engineering processes. Once the plans have been finalized and the full scope of work is presented, the Railroad will submit a final FAE which will include the previous Preliminary Engineering FAE expenses and the estimated cost of construction.

Why would a Railroad not submit a FAE?

If the project has Federal funding, the Railroad is required to keep very detailed documentation and the submitted invoices are required to be accompanied by supporting documentation. For short line Railroads with limited staff, its often quicker, easier, and less painful to accommodate the

State with their needs and either absorb the expense or write it off on their taxes than hire the staff required to generate the invoices appropriately. This is the “why,” some Railroads decline to submit a FAE for a project. d

The State Railroad Coordinator receives each FAE from the Railroad and reviews the document for accuracy, approves, signs, dates, scans, stores digitally, and returns a digital copy to the Railroad for their records. Additional procedural processes are described in Section 5.1.4 of this document.

Every project which has an Agreement must have an approved FAE by the State Railroad Coordinator – The FAE is the financial basis of the Agreement and must be contained within the Agreement Package. Other projects don’t necessarily require a FAE from the Railroad; the supplying of a FAE to the State Railroad Coordinator is left up to the discretion of the Railroad. Nonetheless, if a Railroad does not supply a FAE to the State Railroad Coordinator, the Railroad will not receive payment from the State for the project. Most Class One Railroad’s will supply a FAE for each coordinated project while short-lines have a tendency not to supply a FAE.

#### *Agreements (Crossing and Master)*

Crossing Agreements - The crossing Agreement is the standard Agreement used for larger projects or projects which have definite impacts to the Railroads corridor and especially the train movements of the Railroad. The Crossing Agreements have been negotiated by the Departments Legal Counsel and the Railroads Legal Counsel to accommodate many different circumstances. Based on these negotiations, templates have been generated and are stored on the shared drive. Additional information concerning the Crossing Agreements is provided in Section 5.1.7 of this document.

Master Agreements - The Master Agreement is a special Agreement entered into by the Department and the Railroad and all of their subsidiaries which operate within the State if applicable. The Master Agreement outlines processes for the State and the Railroad in how we will mutually deal with smaller tasks, small projects, maintenance along the corridors, payments for

efforts engaged on our behalf by the Railroad, Flagmen, TDOT Surveying Crews and Bridge Inspection Crews Right-of-Entry, and many other items.

The current Master Agreements are tailored to projects that fit the profile described in Section 5.3 of this document and are used by both the State Railroad Coordinator on projects described in the aforementioned Section and the Section 130 program which is managed by the Multi-Modal Division of the Department. When these types of project arise, both the State Railroad Coordinator and the Section 130 program office use the Master Agreement and assign a sequence number of the Master Agreement to the specific project. Currently, the Department only has Master Agreement's with CSXT, Norfolk Southern Corporation, and Illinois Central.

#### *Special Provisions 105C (SP105C)*

The SP105C is Exhibit A of the Agreement, or a stand-alone document if no agreement is required for Railroad Coordination. Not every project has an Agreement but every project that has Railroad involvement will have a SP105C as part of the construction contract documentation. The SP105C is always project specific and attached to specific DOT crossing numbers or Railroad Milepost locations.

The SP105C contains statements related to the protection of the Railroad's ROW. The document outlines procedures related to:

- Temporary crossings if needed and how to obtain those crossings.
- Watchmen
- Flagmen Services (the document defines a day, what a flagman is, states their rate of pay, their overtime rate, and when a day starts and ends for the flagman).
- Restrictions and requirements pertaining to the property.
- Insurance requirements
- Contacts
- Trains per day and speed at each crossing.

As it relates to the State, the most important information contained within the SP105C is the number of approved flag days. This is the number of days the

State approves to reimburse the Railroad. The most important information contained within the SP105C for the Railroad is the insurance requirements. The SP105C is the only document the State has that requires the highway contractor to provide proof of insurance to the Railroad and adhere to the other items outlined by the Railroad within the document. The State Railroad Coordinator is responsible for ensuring this document is in each State bid package for letting purposes to protect the State, Railroad, and the Highway Contractor.

### *Railroad Meetings*

Class One Railroad Meeting – The State Railroad Coordinator doesn't meet with all Class One Railroads who operate in the State. The purpose of meeting with these Railroad entities is due to the quantity of track each has within the State. The Meetings are usually held in the first quarter of a new calendar year and each Railroad entity is met with independently.

The purposes of these meetings are to enhance communication, review the coordination process, air grievances, detail new processes, find new ways to do things, inform the Railroad of upcoming projects, and review existing projects. The State Railroad Coordinator will solicit participation of the appropriate individuals involved in the coordination process. However, there are some key Railroad personnel who must attend and they include: The Manager of the Railroads Public Project Managers, the Public Project Manager for the State of Tennessee, at least a member of the Railroads Legal counsel, representation of the outside consultants used in the coordination process, representation from the Railroads invoicing department, and a member of their Real Property group. These meetings are hosted and directed by the State Railroad Coordinator at TDOT HQ.

Constructability Review – This is a new type of meeting TDOT has generated to obtain input from potential contractors. Three Contractors will be invited to review a proposed project and educate TDOT as to what issues the Contractor will have when the project is built. This information helps TDOT improve the design and reduce the occurrence of surprises during the

construction phase. The State Railroad Coordinator is a required attendee if the project has Railroad involvement. The Railroad can either attend or not, but they must be given the option. The State Railroad Coordinator will be present for all three meetings to answer any questions the Contractor may pose during the meeting. It is always a good idea for the State Railroad Coordinator to have the number of approved flagging days for the project at this meeting.

Construction Field Review – Prior to the issuance of Construction Plans, a Construction Field Review will be held by the Region where the project is located. The State Railroad Coordinator is not required to attend the Construction Field Review meetings which have Railroad involvement. If the project has Railroad Involvement, the Railroad should be represented. The State Railroad Coordinator is responsible for ensuring the Railroad is notified of the meeting.

Pre-Bid Meeting- For complex projects, the Construction Division may hold a mandatory pre-bid meeting. This means, if a contractor wants to bid on the project, they have to come to the pre-bid meeting and have their name signed on the sign-in sheet indicating they were present. The pre-bid meeting is held prior to the public advertisement and is a time in which the Contractors may receive information concerning the project and have the ability to ask any questions.

Pre-Construction Meeting – Once a General Contractor has been awarded the project, there will be a Pre-Construction (Precon) Meeting held by the Regional Construction Office in which the awarded Contractor will receive all pertinent instructions. The Precon meeting is required for the Railroad Construction Manager because it is the time for the Railroad to convey all of their instructions, processes, and procedures. The State Railroad Coordinator is responsible for ensuring the Railroad is notified of the meeting.

Site Visits – On complex projects, it may be prudent to have occasional site visits. Site visits are rare, but can be suggested by the State Railroad Coordinator or the Railroad. The State Railroad Coordinator will be responsible for setting up the meeting and providing project specific details at the meeting.

### *Certification*

Each project with Federal Funding requires certification before the project can be let. However, if a project is 100 percent State funded, the project does not require certification prior to the project being let. The State Railroad Coordinator certifies all Federally funded State and Local let projects which have Railroad involvement but no Utility work on the project. If a project has Utilities and Railroad Involvement, the State Railroad Coordinator informs the appropriate Assistant State Utility Coordinator that Railroad Coordination is complete and the project is ready to certify. The State Railroad Coordinator will need to provide the exact clause which will need to be used by the appropriate Assistant State Utility Coordinator. An example of the Railroad Certification Letter has been included in this document as Exhibit 5-1.

### *Right-of-Entry*

Prior to entering the Railroad's ROW, either Easement or Fee Simple Corridor; any entity will be required to fill out a Right-of-Entry (ROE) form. The ROE form details the insurance requirements needed by the entity seeking to get on the Railroad's ROW. It also details the rules set forth by the Railroad when the entity is on the Railroad's ROW. Once the document is received by the Railroad, they will make a determination if flagmen will be required given the type of work being performed. If the Railroad determines the work performed by the entering entity requires a flagman, the Railroad will assign a flagman to the project. This process of obtaining the right to be on the Railroads ROW will take at least 30 days. In some cases, the Railroad offers an expedited process for an additional fee. This document must be filled out immediately by the awarded Contractor to expedite the process. The ROE form can be obtained from the Railroads Public Project Manual or from the Railroad themselves.

When TDOT forces are entering the Railroad's ROW for bridge inspection, surveying, or some other type of work, a flagman must be arranged at least 30 days before the desired maintenance or other work is scheduled to be

performed. Given the State of Tennessee is self-insured; the Department is not required to produce proof of insurance. Instead, the Department will provide an affidavit with the request for a flagman attesting the State of Tennessee is self-insured and financial responsible for any damages or interference during these maintenance activities.

## **5.2 Railroad Coordination Process**

### ***5.2.1 Distribution of Preliminary Plans***

Coordination with the Railroads starts after the Preliminary plans for a specific project have been received from the Designer. Most of the preliminary design plans originate at the Regions and will have a Regional Design Manager who is responsible for generating and managing the project's plans.

Therefore, all Preliminary plan inquiries should start with the Regional Designers and the Point-of-Accountability (POA) for the Project. The reason for involving the POA is that they are responsible for the project and know who is involved with the different aspects of the project. In many cases, there is an outside designer who has been contracted to generate the plans for the project. The POA will know if there is an outside design consultant related to the project and will be capable of transmitting information to the responsible parties.

Once the plans have been obtained, the respective railroads who reside within the limits of the proposed construction project must be identified.

If the subject crossing is an over or under passing and there are preliminary bridge plans associated with the project the State Railroad Coordinator is responsible for obtaining these plans as well. The plans available during the preliminary stage of a project may be 25 to 50 percent plans but should show anticipated clearances and what method of construction and materials shall be used for the construction of the structure. These items must be collected

and accompany the preliminary plans for the proposed project when coordination with the Railroad is initiated.

The structural designers reside at headquarters rather than the Region. If a project has structural design elements within the scope of the project the plans will either be generated by headquarters staff or outsourced to an outside design consultant firm. Therefore, all inquiries related to structural plans should be directed to the Headquarters Structural Division.

Once the plans have been issued and the Railroad(s) have been identified, the next step is to initiate Coordination with the respective Railroad(s). For each Railroad involved within a project, coordination is required and thus a file must be started for each of the Railroad(s). Often, a Class One Railroad owns or operates on a particular corridor but leases the line to another Short-Line or other Class-One Railroad. In this circumstance, the primary operator is initially contacted and they decide if the other Railroad(s) share in the coordination responsibilities. If another Railroad is identified by the primary operating Railroad, coordination must be engaged by the State Railroad Coordinator with whoever is identified by the primary Railroad.

When coordination is ready to begin with the DOT and the respective railroad(s), a set of plans must be attached to an email titled "Preliminary Engineering Authorization." An example of the Preliminary Engineering Authorization (PEA) email has been provided as Exhibit 5-2. All of the information presented in the gray text boxes comes directly from PPRM with the exception of the "To:" and "Bcc'd," items. This document provides authorization for the Railroad to generate the Force Account Estimate (FAE) and review and provide comment on the supplied plans.

If the State Railroad Coordinator has already determined a SP105C and/or Agreement will be necessary as part of the coordination effort, a draft copy of each document should be supplied with the PEA email. Often the Agreement's language must be modified to fit a specific project. Supplying these documents early on in the process ensures time for any legal issues.

All the Railroads which operate within the State of Tennessee will receive the PEA email when they are authorized to coordinate with TDOT

concerning the subject project. However, CSXT requires this email to be accompanied with a “*CSX Transportation – Government Billing Dept. New Project Form,*” a copy of which has been provided as Exhibit 5-3. Similarly, Norfolk Southern Railway Company requires “New Billing Information Sheet to accompany their PEA email. A copy of NSRR’s New Billing Information Sheet has been provided as Exhibit 5-4.

Generally, during the preliminary design phase, a preliminary Railroad estimate will be requested by the Programming Office. The document is prepared by the Region ROW office and transmitted to the State Railroad Coordinator to be added to the Railroad estimate if applicable to the Form 44 document. This document may be submitted as a hard copy or via email requesting the information be placed within IRIS. Whichever delivery method is used, the State Railroad Coordinator is responsible for either collecting a rough estimate from the Railroad for the anticipated work to be accomplished by them or the State Railroad Coordinator can provide an estimate based on recent experience or previous costs on projects of similar nature and size.

If the Railroad uses a consultant firm for their engineering work, the Railroad will assign the project to the consultant firm. This assignment will be accompanied with a “Signed Letter of Insurance Justification” document. The document contains the number of trains per day or week at the crossing and the maximum speed of the trains which traverse the crossing. Additionally, the Railroad project number will be contained within the document and the milepost of the crossing. All of these items are needed for the Special Provisions 105C and the Agreement if necessary. Once received, the State Railroad Coordinator should record this information for later.

The Railroads, upon receipt of the preliminary plans and potentially the Structural plans and the Preliminary Engineering Authorization email, will begin to generate a FAE for the project and complete the Plan Review. Once the FAE is generated it will be sent to the State Railroad Coordinator for approval.

Upon receipt of the FAE, the State Railroad Coordinator will examine the estimate for accuracy. If the document is accurate and less than or equal to

\$100,000.00, the State Railroad Coordinator is permitted to approve the FAE by signature and date. The approved estimate is then scanned in and stored in the project details correspondence tab of IRIS. The approved FAE is emailed back to the Railroad entity for their records. At this stage the Department acknowledges and approves the Railroad to submit invoices for payment up to the approved FAE amount. NOTE: at this stage the FAE only covers preliminary engineering items. Another FAE will come later to cover the construction items if necessary.

If the submitted FAE is greater than \$100,000.00, the State Railroad Coordinator shall compose a memo to external audit requesting a review and authorization of the submitted FAE. An example External Audit Memo has been included as Exhibit 5-5. The Memo and the Railroad's FAE are to be placed within an email and submitted to External Audit.

Once External Audit has concluded their examination of the proposed FAE, they will submit an approval / denial letter via email. If the State Railroad Coordinator receives an approval letter, the State Railroad Coordinator is permitted to approve the FAE by signature and date. The approved estimate and approved external audit letter is then scanned in digitally and stored in the project details correspondence tab of IRIS. The approved FAE is emailed back to the Railroad entity for their records.

If the State Railroad Coordinator receives a denial letter from external Audit, the State Railroad Coordinator will submit the denial letter and the previously submitted FAE in an email to the Railroad entity. Within the body of the email the State Railroad Coordinator will need to state the items which need to be addressed to satisfy External Audits findings. The process repeats until External Audit is satisfied.

When the Railroad has completed their plan review comments for the subject project they will email the said comments to the State Railroad Coordinator for distribution to the Regional designers or the Structural designers at Headquarters. The Plan Review comments are to be collected within an email and submitted to the respective designer(s).

When the Plan Review Comments have been implemented by the respective designer(s), the designer(s) will submit the revised plans to the State Railroad Coordinator for distribution and continued coordination with the Railroads. The State Railroad Coordinator will send the revised plans out to the Railroad's consultant to review the modifications. If the modifications are accepted, the Railroad will issue an email stating the Railroad takes no further exceptions to the plans which means, the Railroad accepts the plans. One of the consultants frequently used by both CSXT and Norfolk Southern Corporation namely, STV, Inc., will accompany their plan review comments presented in pdf form with a version of the same file in Excel format. STV, Inc. on behalf of CSXT or Norfolk Southern Corporation expects the modified plans to be accompanied by the provided Excel file. In the space titled, "Agency Response" STV, Inc. expects this to be filled out by the respective designer(s) indicating how the designer addressed the stated issue. If this information is not filled out completely, the project will not move forward.

### ***5.2.2 Multi-Modal Studies***

If a proposed project has an At-Grade crossing within its zone of influence, per the Shanklin ruling by the Supreme Court of the United States, the Crossing will require a Multi-Modal study to determine if the crossing meets the required minimum safety requirements for the protection of the Railroad and the motoring public. If a project has no At-Grade Crossings this section can be ignored.

The Multi-Modal study will be conducted by the Highway-Railroad Grade Crossing Program which is commonly referred to as the Section 130 Program. The section 130 program is a federal aid program authorized by the United States Code Title 23, Section 130, and administrated by FHWA. Typically, the Section 130 funds are used to install warning devices, such as train-activated flashing lights, automatic gates, and warning bells. The funds may also be used to provide various other safety improvements at existing crossings and to assist in the closure of unneeded crossings.

The determination of whether or not a crossing needs to be studied is ultimately at the discretion of the Section 130 Program Manager. However, there are a few rules which can be utilized by the State Railroad Coordinator to reduce the number of crossing submitted to the manager of the Section 130 program. First, the only crossings which are considered in this program are At-Grade Crossings. The grade separated crossings are never considered under the umbrella of the Section 130 program. Second, just because an At-Grade crossing is not traversed by the State Route being enhanced by the construction project doesn't necessarily mean the At-Grade crossing is automatically eliminated from consideration. In fact, often an At-Grade crossing on a side road will become part of the project even though it resides outside the project's construction limits.

The rule to follow when considering which At-Grade crossing should be studied or not has been provided by FHWA and has been titled "The Zone of Influence." In layman terms, the limits of all passive and active warning devices (both sides of the crossing) become part of the project limits which Multi-Modal considers when they conduct their study.

The Multi-Modal group needs certain items to conduct their study which are supplied by the State Railroad Coordinator. The first item is the proposed plans for the project. The plans provided need to be a complete set of plans. The second item is a series of photographs of the subject At-Grade crossing(s). The pictures which must be provided are: a 360 degree photograph of the crossing i.e., up track and down track of the crossing and both approaches of the roadway to the crossing. The final photo which is required is a photo of the DOT crossing plaque.

The photos and the plans are collected from the Region where the At-Grade Crossing(s) exists by the State Railroad Coordinator and then distributed to the Section 130 Program Manager in the Multi-Modal Division via email. An example of the email sent to the Region requesting photographs of the crossing is shown as Exhibit 5-6. An example of the items sent to the Section 130 Program Manager is shown as Exhibit 5-7. The Multi-Modal Study generally takes 30 days to complete.

Once the Section 130 group of the Multi-Modal Division has completed their review of the subject crossing, a follow up email will be sent to the Railroad Coordinator with the recommendation within the body of the email and the recommended standard drawings attached to the email. An example of the recommendations provided by the Section 130 group is shown as Exhibit 5-8.

The State Railroad Coordinator is responsible for determining if the recommendations provided by the Section 130 group contain any active warning device upgrades at the subject crossing or if the recommendations are only passive warning upgrades. Active Warning devices are electronic upgrades like flashing lights and Passive Warning upgrades are items like signs and pavement markings. If the upgrades are only passive warning upgrades the project moves forward regularly and as this document naturally progresses. However, if there are Active Warning upgrades, the project becomes a safety project. This is dealt with in further detail in Section 5.3 of this document.

If the recommendations provided by the Section 130 group of the Multi-Modal Division are only passive warning upgrades the coordination of the project continues. The recommendations and the standard drawings provided by the Section 130 group of the Multi-Modal Division is collected within an email and sent to the Regional designer and the point of accountability for the project with specific instructions to have the recommendations adopted into the plans. The State Railroad Coordinator will check to ensure the information has been appropriately adopted into the plans. Items modified are the cover sheet of the plans and the quantities line items. The revised plans will be emailed back to the State Railroad Coordinator.

### ***5.2.3 Distribution of Right-of-Way Plans***

Once the Department's programming office has provided ROW funding approval, the ROW plans are posted on FileNet by the Region. An email is

sent to HQ from the Region to inform all Departmental staff that the plans have been posted. Upon receipt of this email, the State Railroad Coordinator will either collect the plans from FileNet or as an attachment on the email. The plans are stored in the digital project file and recorded as received.

The State Railroad Coordinator will review the plans and determine the extent of property involvement with the Railroad entities involvement with the proposed project. The State Railroad Coordinator will make a determination as to Easement or Fee-Simple Corridor using the methods described in section 5.1 of this document. Once the property ownership has been determined the State Railroad will generate an email to the Railroad entities involved on the project and release the plans with the request they review and provided plan review comments (generally this process takes 30 calendar days after receipt of the plans).

The Railroad or their consultant will review the plans and provide review comments which must be addressed by the designer. Once the plans have been reviewed, the Railroad will release the comments to the State Railroad Coordinator via email. The received plan review comments are released to the Regional designer and the POA (on some projects, especially Bridge Repair projects, outside design consultants are used and the POA for the project will know to whom the plan review comments should be addressed). Once the plan review comments have been addressed by the designer, they will provide comments as to how they addressed each concern and a set of revised plans to the State Railroad Coordinator. The State Railroad Coordinator will release the designer's response and the revised plans back to the Railroad for their review.

#### ***5.2.4 Force Account Estimate (FAE)***

The FAE is the Railroad's estimate of how much the subject project will cost them to manage and support. Generally, the Railroad will have a good idea of the impacts they will incur by the time the ROW plans are distributed and reviewed. It should be noted, the preliminary FAE received at the beginning

of the project was for preliminary engineering only. The FAE generated after the ROW plans have been reviewed may vary throughout the process until the end of construction.

The Railroad will generate a FAE, which includes their anticipated expenditures to support the project. The State Railroad Coordinator upon receipt of the FAE from the railroad will review the document. The following is a list of items that the State Railroad Coordinator must check for during this review:

1. The FAE must be dated and signed by the Railroads Public Project Manager for the State of Tennessee or another authorized signee of the Railroad. This indicates they have reviewed the FAE and approved of its content.
2. If the FAE is less than \$100,000.00 and the values presented are correct the State Railroad Coordinator is authorized to approve the FAE by stamp, signature, and date. If the FAE is more than \$100,000.00, the FAE must be reviewed by external audit.

If the FAE is over \$100,000.00, the State Railroad Coordinator will generate an email to External Audit requesting a review. In this review, External Audit will check the document for accuracy and return the FAE with an approval letter or a request for further clarification. If further clarification is required, the State Railroad Coordinator will request the additional information from the railroad. A revised FAE which supports the modifications will then be sent to external audit for their review. Once external audit approves the FAE it is stamped, signed, dated, scanned in, stored digitally, and submitted back to the Railroad for their records.

### ***5.2.6 Special Provisions 105C (SP105C)***

If a project has no ROW, the State Railroad Coordinator will generate a DRAFT SP105C when the PEA email is submitted. If a project has ROW funding, generating the DRAFT SP105C can wait until the ROW plans are distributed to the Railroad. When the SP105C is created, the Project Description, Project Numbers, and County will be modified to make the

SP105C project specific. The DOT crossing numbers involved within the limits of construction or the zone of influence will be stated within the document. The DRAFT SP105C is released to the Railroad via email for their review and comment. The Railroad will review the contact information, assign their own Railroad Project Number to the document, ensure the insurance requirements are up-to-date, and provide the maximum speed of the trains at the crossings and the number of trains per day.

Once the Railroad has reviewed and provided the necessary information, they will submit a red-line version of the DRAFT SP105C. The State Railroad Coordinator will make the modifications and remove the DRAFT watermark making the revised SP105C the final draft document. The final draft SP105C is released back to the Railroad for their review of the modifications. The Railroad will submit an email to the State Railroad Coordinator indicating their acceptance of the changes. The Final SP105C is printed as a pdf and stored digitally in the project file.

On larger projects, the Assistant Director of Construction for the Region in which the project is located will be required to specify the number of Department approved flagging days for the project. To obtain this number, the State Railroad Coordinator will provide a copy of the plans with a memorandum titled, “Flagging Days Request” enclosed as Exhibit 5-9. The State Railroad Coordinator will fill in the project specifics and submit the memorandum and plans via email to the appropriate Assistant Director of Construction for the Region in which the work will take place.

The Assistant Director of Construction will provide the approved number of flagging days for the project via email to the State Railroad Coordinator. Once received, the State Railroad Coordinator will incorporate this approved number of flagging days into the SP105C. This will be the total number of flagging days for the project no matter what the Railroads estimate. This will represent the total allotment the State let contractor will have to complete the work.

### ***5.2.7 Agreement Execution***

#### STEP ONE: Number of Stakeholders

The first step in generating a project specific Agreement is to determine the number of Stakeholders for the project. In many cases, there will only be two stakeholders, the Department of Transportation and the Railroad entity. However, we have several circumstances in which additional signees of the Agreement will be required.

If a Railroad corridor is operated by a subsidiary Railroad company of the Parent Railroad Company both the Parent company and the subsidiary must be signees of the Agreement with the Department. These additional signatures are required for payment of invoices since TDOT can only pay the firms listed in the contract.

Some projects include the construction of structures off State systems. In these cases, the Department will build the structure as part of the larger project but the maintenance and ownership will be the responsibility of the local government. This will add at least one signee to the Agreement. For projects where there is no Metropolitan Government; the County may need to be an additional signee as well if the City and the County have a joint property interest at the location of the structure. Another situation is if the City and the Metropolitan Government have a property interest at the location of the structure and again there will be four signees.

#### STEP TWO: AT-Grade Crossing Closure or not?

For projects that do not have an At-Grade Crossing being eliminated, the State Railroad Coordinator simply moves on to STEP THREE.

If an At-Grade Crossing is being closed by the installation of a new grade separated crossing, the method for determining STEP TWO is listed in the steps below:

**\*\*It is prudent for the State Railroad Coordinator to remind all parties below on a regular basis the work performed must be recorded and stored due to the fact the theoretical bridge process must be negotiated.\*\***

Step One: Determining the Case.

Using 23 CFR 646.210, the State Railroad Coordinator will determine which case fits the proposed project to determine if and what contribution the Railroad is required to make. One case in which the Railroad is required to contribute to the project is found in 23 CFR 646.210(b) (3) when an At-Grade crossing, controlled by active warning devices, is being eliminated due to the construction of a new grade separated crossing. In this instance, the Railroad is required to contribute five percent of a theoretical bridge cost. The theoretical bridge cost is defined in 23 CFR 646.210.C which includes theoretical: preliminary engineering, ROW, and construction. The theoretical bridge is defined as a structure and approaches required to transit to the appropriate highway profile, as if the railroad was not there.

If multiple At-Grade crossings are being eliminated by one new grade separated structure, the Railroad is still required to contribute five percent of the single theoretical bridge cost. If an At-Crossing is being eliminated by a new grade separated structure and the existing crossing has traffic control device instead of active warning devices, 23 CFR 646.210 states this type of crossing is to be dealt with as if it is active warning controlled crossing.

#### Step Two: Theoretical Structures Request.

Once it is determined the Railroad is to make a contribution, the State Railroad Coordinator will request from the Structures Division theoretical bridge dimensions, quantities, and an estimated cost of the stated quantities. The Structures Department will generate a rough plan view and profile of the theoretical bridge, provide the quantities, and the unit cost rates for each of the quantities. The information generated by the Structures Department will be sent to the State Railroad Coordinator. The State Railroad Coordinator will store the received information within the digital project file for future reference.

#### Step Three: Theoretical Regional Designer Request.

The State Railroad Coordinator will determine what Region the project is located in and determine who the responsible parties are for the Theoretical Regional Design Request. The State Railroad Coordinator will generate an email to the responsible Regional designers with the Theoretical design

request. The request will include the documentation provided by the Structures Department and instructions and guidance from the 23 CFR 646.210 as to what the Regional designers are to supply. The Regional Designers will use the top of pavement of the theoretical bridge structure, defined by the Structures Department, and generate the required ROW lines needed for theoretical acquisition purposes, theoretical construction and slope easements, and indicate any rights required. The Regional Designers will complete these tasks using 23 CFR 646.210 as their guide.

Once the design is complete, the Regional staff will provide the theoretical plan, profile, and ROW acquisition table with the required roadway quantities and their associated unit costs. This information will be collected into an email and submitted to the State Railroad Coordinator. The State Railroad Coordinator will store the received information within the digital project file for future reference.

#### Step Four: ROW Appraisals

The State Railroad Coordinator will collect the information provided by the Structures Department and the Regional Designers and request an HQ ROW Agent Senior provide a theoretical value (fair market value) of the right of way required to build the proposed theoretical structure. The ROW Agent Senior will provide the estimated fair market value for the required right of way to the State Railroad Coordinator. The State Railroad Coordinator will store the received information within the digital project file for future reference.

#### Step Five: Collection of Data and Submission.

The State Railroad Coordinator will collect all the documents provided by the Structures Department, the Regional Designers, and the HQ ROW Agent as supporting documentation as attachments of the theoretical bridge letter email submission Exhibit 5-10. The letter is a formal method of showing all the quantities, unit rates, a final total value of the theoretical bridge and the five percent contribution we are request the Railroad to contribute.

#### Step Six: Negotiations

According to 23 CFR 646.210, the theoretical value must be negotiated, meaning the Railroad must concur with our derived dimensions, quantities,

unit prices, total price, and percentage contribution figure. The Railroad, upon receipt of the theoretical Bridge letter will review the evidence provided and determine if they agree with the figures supplied. It is unusual to get concurrence on the first submission but when they do concur, the price is fixed and the negotiations related to the theoretical Bridge Cost are concluded.

If the Railroad challenges any aspect of the proposal, the State Railroad Coordinator will request a letter detailing their issues and supporting evidence. Once the information is received, the State Railroad Coordinator will distribute the material to the responsible parties: the Structural Department, the Regional Designers, or the HQ ROW Agent Senior. Each party will review the material provided by the Railroad and either adjust the numbers or contest the Railroads position requesting additional supporting documentation. Once everyone is in agreement with the final price, the required percent contribution by the Railroad is set.

Once the final required contribution has been established, the cost is inserted into the Agreement and coordination related to the theoretical Bridge Contribution is complete.

\*\*At some point in the preceding process, the State Railroad Coordinator will need to get the Section 130 - Multi-Modal Office Manager involved with the project. The Section 130 – Multi-modal Office Manager is responsible for maintaining a list of all crossings and the active or passive warning devices at the crossing. They are also responsible for keeping a log of all active crossings. In this case, one crossing will be closed while a new one is created. The Section 130 – Multi-Modal Office Manager will need to know this information. Additionally, the Section 130 – Multi-Modal Office Manager will request the Railroad remove any active warning devices at the At-Grade crossing being closed and reinstall the devices at another location.\*\*

STEP THREE: Choosing the Appropriate Template.

There are two major categories of Agreements for all railroads. Easement or Fee-Simple Right-of-Way Agreements – this pertains to who owns the

underlying fee; the State or the Railroad. In the case of the Easement Agreements, certain paragraphs have been inserted which define the rights of the Department and the Railroad related to the property. Essentially, the Easement language within the Agreements defines how the State and the Railroad are going to be good neighbors on a piece of property in which we both have rights. On the other hand, ROW in which the Railroad owns the underlying fee, the Easement paragraphs is removed.

There are some cases in which the effected corridor in which the proposed project will take place has a mix of both Easement and Fee-Simple property. These situations are dealt with on a case by case basis and coordinated with TDOT Legal Counsel to ensure the appropriate language is contained within the project specific Agreement.

Once it has been determined if the property is Easement, fee simple, or both, the State Railroad Coordinator determines what work will be performed as part of the project. There are six different ways a TDOT project can affect the Railroad's Corridor:

1. The Project directly impacts or traverses an At-Grade Crossing.
2. The project involves a grade separated crossing over the Railroad's Corridor.
3. The project involves a grade separated crossing under the Railroad's Corridor.
4. An At-Grade Crossing is being closed due to a new grade separated crossing over or under the Railroad operated corridor.
5. The Multi-Modal division has determined active warning devices must be upgraded or installed at an At-Grade Crossing.

The Highway Project runs parallel with the Railroad Corridor and encroaches on the Railroad ROW either directly or indirectly but does not cross with either an At-Grade crossing or a grade separated crossing.

Once a determination has been made by the State Railroad Coordinator as to the appropriate agreement, TDOT Legal counsel should be conferred with to ensure the proper choice has been made prior to generating the draft Agreement.

#### STEP FOUR: Generating the Draft Agreement.

Once the proper Agreement has been chosen, the Agreement needs to be molded to the specific project. This includes the project description and the effected DOT crossing numbers, the FAE value and the date it was approved. Once the Agreement has been chosen and filled out, a DRAFT Agreement, Approved FAE, and the SP105C for the project are submitted via email for the Railroad's review and approval. Usually, the Agreement is submitted early on in the ROW phase of project development to give as much time as possible for the Railroad's legal team to review and negotiate any issues as not to miss the proposed letting date. The Agreement is always submitted to the Railroad as a pdf unless otherwise requested to ensure no unauthorized modifications are made to the Agreement without the Departments knowledge.

Any disputes to the language contained within the Agreement by the Railroad's Legal Counsel are submitted via email, preferably redlined, to the State Railroad Coordinator. The State Railroad Coordinator is not authorized to make any suggested changes by the Railroad to the Agreement without written approval by TDOT Legal Counsel. On the occasion the Railroad's Legal Counsel has issue with any of the language within an Agreement, the State Railroad Coordinator is to submit the redline suggestions provided by the Railroad's Legal Counsel to TDOT Legal Counsel for their opinion. Once TDOT Legal Counsel provides guidance the State Railroad Coordinator is permitted to make the authorized modifications and submit the revised Agreement to the Railroad.

The end of this process will culminate with a final Agreement that both parties are satisfied with. Concurrent to Agreement negotiations is the acceptance of final plans by the Railroads Engineering Division. Once this has occurred, the final Agreement is printed as a pdf, the final approved FAE, and the final SP105C are released via email. Instructions are contained within the email stating an original Agreement shall be printed and executed for each one of the stake holders in the Agreement. For instance, if the Agreement is a two-party Agreement, the Railroad will print two (2) original

Agreements and have each one executed by Railroad Executives. If the Agreement is a four-party Agreement, the Railroad will print four (4) original Agreements and have each one executed by Railroad Executives. Within the instructions of the email, the State Railroad Coordinator shall make it clear the original Agreements shall be submitted via certified mail.

#### STEP FIVE: The Execution Process (Railroad)

The Railroad will receive the Final Agreement, Final approved FAE, Final SP105C, and instruction via email from the State Railroad Coordinator as to how many original Agreements shall be executed by Railroad Executives. The Railroad will print the prescribed number of originals and have their executives sign the Agreements. The partially executed Agreements will be submitted to the State Railroad Coordinator. The Agreements will be received by certified mail. If there are additional signees to the Agreement, the process continues with STEP SIX. If there are no additional signees besides the Department and the Railroad, the process skips to STEP SEVEN. \*\*It should be known, the Railroad will not execute the Agreement until their Engineering Department has signed off on the final plans for the project. \*\*

#### STEP SIX: Additional Signees and Certification of the Project

When the State Railroad Coordinator receives the partially executed Original Agreements from the Railroad, the package is provided to HQ ROW administrative staff for completion of the execution process. Upon delivery, the State Railroad Coordinator should indicate if there are additional outside signees to the Agreement. If there are no additional outside signees, skip to STEP SEVEN.

Upon being informed by the State Railroad Coordinator of additional outside signees, the administrative staff will generate a memo requesting signatures and return instructions. If there are multiple additional signees, this process will be dealt with one at a time. All Original Agreement packages, previously executed by the Railroad, will be mailed with the memo via certified mail return receipt requested.

NOTE: The interests of the local entity, who is an additional signee, were considered previously during the Agreement negotiations phase with the Railroad. Therefore, there should be no objections by the local entity

concerning the language of the Agreement. However, while that should be the case it is not always true. Some local entities will have issue with the language pertaining to their responsibilities relating to maintenance of the structure once the construction is completed. These situations are dealt with on a case-by-case basis and are immediately presented to TDOT Legal Counsel. If TDOT agrees to modifications suggested by the local entities Legal Counsel the modifications are presented to the Railroad's Legal Counsel given they are a signee and have always partially executed the Agreement when these issues arise. If the Railroad concurs with the modifications agreed to by TDOT Legal Counsel, the effected pages are removed and substituted with the new pages and the local entity signs the Original Agreements that the Railroad previously executed. If the Railroad's Legal Counsel takes issue with the modification(s), negotiations between each entities Legal Counsel ensues, orchestrated by the State Railroad Coordinator. Once concurrence has been achieved, the new pages of the Agreement are supplied by the State Railroad Coordinator to the local entity and they have the responsible parties execute the Agreement the Railroad had previously partially executed.

Once the Local entity has partially executed the Agreement, the original Agreements are submitted via certified mail to the State Railroad Coordinator. Once received the State Railroad Coordinator provides the Original Agreements to the administrative staff. If the local entity simply signs the Agreements, the process generally takes between one to three weeks from the Originals being submitted and them being returned to the State Railroad Coordinator. If the local entity contests the language, the process can take a few months.

Certification for Railroad Coordination, when an Agreement is required, can take place as soon as the end of Step Six or at the end of Step Seven in this process. The State Railroad Coordinator should make a decision related to Certification once they receive the Agreement package back from the local entity or from the Railroad if a local entity is not involved. The decision as to when to certify should only focus on the allotted time available. If the project

has utilities within the scope, the State Railroad Coordinator will inform the Assistant State Utility Coordinator that Railroad Coordination has concluded and the project is ready for certification. If the project has no Utility involvement, the State Railroad Coordinator will provide the Certification. If the project is completely State funded, no certification is required.

\*\*It is important to know that some metropolitan areas, cities, and counties which exist within the State require that new assets being assumed be read publicly to their board prior to the execution of the Agreement. This is important because several of the entities who have this arrangement only meet once or twice a month. This can adversely affect the State Railroad Coordinator ensuring a project makes a specific letting.

#### STEP SEVEN: TDOT Execution Process and Bid Packaging

The Contracting Office, upon receipt of all partially executed Agreements, generates a Circulate for Signatures Letter, Exhibit 5-11. Once Exhibit 5-11 has been tailored for the specific project, the Contracting Office walks the entire package (all partially executed Agreements, Final Approved FAE, Final SP105C, Circulate for Signature Letter, and an External Audit Memo if the FAE is over \$100,000) to the Director of ROW Division for their signature, which represents recommendation for execution by the Commissioner of the Department.

Once the Director of ROW Division has signed the package, the package is delivered by the Contracting Office to the Director of the Finance Division. The package is left with the Finance Department and does not return to the ROW Division until it is fully executed. Once the Director of the Finance Division recommends the Commissioner's Execution, the entire package is sent to the Department's Legal Division. The package is reviewed by the Department's Legal Division and eventually the Director of the Department's Legal Division recommends the Commissioner's execution of the entire package. Finally, the entire package reaches the Commissioner's office for execution. The Commissioner upon the recommendation of the Assistant Chief Engineer and Chief Engineer will execute the Agreement fully on behalf of the State of Tennessee.

Once the package has been fully executed, it is returned to the State Railroad Coordinator. Upon receipt, the package is given to the Contracting Office. The entire process of internal executing agreement generally takes between one and two weeks.

The State Railroad Coordinator, after receiving the Fully Executed Agreements will certify the project. The State Railroad Coordinator will generate an email (Exhibit 5-12 – recipients detailed within the Exhibit) to the construction office which states the Railroad entities involved on the project, the SP105C for the project, and stipulate any other documents which are required to be a part of the bid package.

#### STEP EIGHT: Storing and Release of Originals

The Contracting Office will scan one of the Original Agreements and store it in IRIS and the digital project file folder. The Contracting Office will generate an email to each Signee of the Agreement and attach an original fully executed Agreement for their records (the number of original agreements will be based on the number of signees). The email will contain a message stating the Originals are being placed in the mail on this date and shall be received via certified mail. The Contracting Office will send via certified mail an original fully executed Agreement package to each signee of the Agreement.

### ***5.2.8 Supplemental Agreements***

A supplemental Agreement will become necessary when the Railroad has exhausted the FAE reflected in the original Agreement. Often the Transportation Tech Supervisor will inform the State Railroad Coordinator that a progressive or final invoice has exceeded the FAE in the original Agreement. When this is discovered, the State Railroad Coordinator will request the Railroad submit a new revised FAE for the project and a letter of explanation for the overage. The most common reasons for an over run is due to flagging expenses but in other isolated circumstances, the overage was

attributed to the State let contractor hitting a Railroad owned utility line which Railroad Forces were required to remedy.

When the State Railroad Coordinator receives the revised FAE and the letter of explanation, the State Railroad Coordinator will submit the documentation to two internal divisions within TDOT.

First, the documentation is sent to the Assistant Director of Construction for the Region in which the work is being performed. Previously, the Assistant Director of Construction had approved a certain allotted number of flagging days for the project. Now that person will make a determination based on the evidence provided if the State or the contractor will pay the overage. The Assistant Director of Construction will review the evidence and determine if the overage was due to the Railroad, a miscalculation on the part of the Assistant Director of Construction, or due to an act of God? Once the Assistant Director of Construction makes a decision, an emailed response will be provided to the State Railroad Coordinator. This email is stored digitally in the project file.

Second, often the overage will either push a project over the \$100,000.00 threshold the State Railroad Coordinator is authorized to approve or the overage itself is greater than \$100,000.00 so the State Railroad Coordinator submits the FAE to External Audit for review. Reference section 5.1.4 of this document for the appropriate procedure for submitting a FAE to External Audit.

Once the FAE approval letter has been received from External Audit, the State Railroad Coordinator stamps, signs, and dates the new FAE. The approved FAE is scanned, stored in the digital project file, and emailed as an attachment to the Railroad for their records.

The State Railroad Coordinator will generate the Supplement Agreement. An example Supplement Agreement has been included in this document as Exhibit 5-13. The Supplement Agreement will match the Original with one paragraph modification which is the Approved FAE amount and the date it was approved. The State Railroad Coordinator submits the Supplement Agreement and the approved revised FAE to the Railroad for the execution

process. The remainder of the process is the same as an Original Agreement. Reference STEP FIVE under section 5.1.7 of this document.

### 5.3 Safety Projects

As previously mentioned in Section 5.1.2, the Departments Multi-Modal group reviews At-Grade crossings to ensure the crossings meet the minimum adequacy of safety for the motoring public and for safety of the train movements through a crossing. If at the conclusion of their study they deem a crossing requires active warning devices, the coordination process will deviate from the typical process.

These projects are unique in that the work to be performed exists on the Railroad's ROW and the interconnection required to take place is generally a preemption device owned and maintained by the Railroad. The State let contractor is not allowed to perform these tasks. The State is required to contract with the Railroad to install or upgrade these active warning devices. The following paragraphs outline the process when the Railroad is required to upgrade active warning devices at an At-Grade crossing.

Once Multi-Modal informs the State Railroad Coordinator that a crossing requires active warning device upgrades, the State Railroad Coordinator will complete a Railroad Assignment Sheet Exhibit 5-14. The completed Railroad Assignment Sheet and the Multi-Modal Recommendations are submitted to the Departments Programming Office for funding approval (The funding in this case is for Preliminary Engineering and NEPA funding for a new separate project).

Multi-Modal started a study on a crossing or multiple crossings at the behest of the State Railroad Coordinator. The Section 130 Manager in the Multi-Modal office has a risk assessment list of every crossing in the State of Tennessee. If the subject project's crossing(s) is high enough on the list, the Section 130 Manager will state the project needs upgrading for safety reasons. If those upgrades call for active warning devices, the State let

contractor cannot perform the required tasks. The State will have to contract with the Railroad to complete the required tasks.

When this is determined, the State Railroad Coordinator requests a new project number from the Departments programming office. When this happens, the Departments programming office creates a child pin to the original project. This is the new project number and the whole intent is to separate the original project from the railroad project. Since a new project number has been created; a new environmental document is required. The programming office will send an email to the State Railroad Coordinator informing them that Preliminary Engineering and NEPA funding has been setup for the new project. Upon receiving the funding approval email, the State Railroad Coordinator will inform the Transportation Tech Supervisor that the project has been funded.

The Transportation Tech Supervisor will generate an email to the Departments Environmental Division requesting an environmental study of the projects location. The email will contain the scope of work to be performed, a location map, and the Multi-Modal Recommendations. The Environmental Division has an email account set-up for these types of projects: TDOT.ENV\_NEPA@tn.gov. This process will take approximately 14 weeks but can take up to several months to complete.

The Transportation Tech Supervisor will monitor the progress of the Environmental Document at least once a month to ensure the process is still moving forward. When the document is completed, the Environmental Division will release their findings and inform the Transportation Tech Supervisor via email the Environmental process has concluded and provide approval for the State Railroad Coordinator to proceed. The Transportation Tech Supervisor will inform the State Railroad Coordinator of the projects status.

Upon receiving approval that the project can precede, the State Railroad Coordinator will generate an email to the Railroad and provide the Preliminary Engineering Authorization (PEA). Attached to the PEA email will be the Environmental findings, the conceptual project plans, and Multi-

Modals recommendations. The Railroad will begin generating plans and creating a FAE for the project.

The processing of the projects FAE is similar to the process described previously in Section 5.1.4 of this document. The big difference in this case is that the numbers will generally be higher given there are active warning devices involved. Additionally, given the project is being performed by the Railroad there will not be any need of a State generated SP105C.

Once the Railroad has 60-90 percent plans, they will be released to the State Railroad Coordinator for concurrence with the design. The State Railroad Coordinator will forward the plans to the Section 130 Multi-Modal Manager for concurrence with the proposed design and implementation of the previously provided recommendations. If the Section 130 Manager takes issue with some of the proposed designs submitted by the Railroad, the Section 130 Manager will provide a Redline of the plans. The Redlined plan will be sent to the State Railroad Coordinator and the State Railroad Coordinator will submit the redlined plan to the Railroad with a request to Amend and resubmit. This process continues until the Section 130 Manager is satisfied with the proposed design for the project.

After the Section 130 Manager approves the design, the Railroad finalizes the plans and submits their final FAE for the construction process. The State Railroad Coordinator approves the FAE pursuant to the process defined in Section 5.1.4 of this document. Once everything is finalized, the State Railroad Coordinator generates a Put-to-Work Letter Exhibit 5-15 which authorizes the Railroad to conduct their required tasks. The Put-to-Work Letter will reference the sequence number of the Master Agreement per the requirements stipulated by the Master Agreement.

NOTE: CSXT, Norfolk Southern Railway Company (and their subsidiaries), and Illinois Central have Master Agreements with the State which provide allowance for the State Railroad Coordinator to simply put the Railroad to Work on these types of projects. All other Class One Railroads and Short Lines will require a conventional Agreement. All other processes are exactly the same until it comes to the final inspection.

Once the project is completed by the Railroad, the State Railroad Coordinator will receive the projects final invoice. Prior to making payment, the Transportation Tech Supervisor will request the Region to go to the project location and ensure the stipulated products specified in either the put-to-work letter or the Agreement were installed at the project location. If everything is installed per the plans, the Region will stamp, sign, and date the invoice and recommend payment by the State Railroad Coordinator. If anything installed at the location does not match the specifications and plans, the Regional representative will make note and deny payment authorization and submit their findings to the State Railroad Coordinator. The State Railroad Coordinator will negotiate with the Railroad to both accept the installed devices and request a reduction of their final invoice or request the Railroad to remove the installed devices and install the devices as described by the specifications and plans. (When it is determined the installed devices don't match the stipulated, the Railroad may have installed the exact light at the location but the light installed was one retired from another location rather than a new light. It's the right light per the plans and specs but we agreed to pay for a new one and the Railroad installed a used one but charged the new price. When this happens we will request the Railroad to reimburse or redact from their invoice the difference).

## 6. Invoicing

### 6.1 Utility Invoices (Region)

The Utility Invoicing section of this manual is meant to be a very high level overview of the invoice payment process. For a more detailed view of the actual steps taken to set up Purchase Orders, Receipts and Vouchers, please see Finance's "Creating Requisitions, Purchase Orders and Receipts" Manual.

In order for TDOT to pay a utility invoice, a utility contract must be executed. Without an executed contract, a utility invoice cannot be paid. If the region receives an invoice for work done where there is no contract, the region should contact the HQ ASA 3 to see where we are in the contracting process.

#### *6.1.1 Receiving Invoice*

Upon receiving an invoice against an executed contract, the first thing that must be done is to date stamp the cover letter and sign it next to the stamp. This is done because Finance has certain deadlines by which they must pay invoices. The date stamped on the invoice starts the clock. The invoice should also be logged into IRIS and the Regional Log-In Book at this time. Lastly, the invoice should be checked for completion. Some of the items to look for are as follows:

- TDOT Project #
- Contract #
- Invoice#
- PIN#
- Signature of Utility Representative
- If material used: Buy America Letter
- If Final: a signed Certification Contract Obligation Form (CCO)

- Amount to be paid
- Cumulative total from previous billed, if this applies. Is this a partial, if so, is it partial payment 1, 2..... If it is final it has to show Final
- Supporting Documentation: There must be sufficient documentation provided to back up the total amount requested on the invoice. (i.e.... labor, material, overhead, mileage etc...)

There are different types of contracts that we deal with,

Move-in-state: If the contract is a move in state, the work is being performed by the contractor that TDOT awards the roadway contract to. So utilities are only subject to receive payment for inspection on private easement and engineering on private and public right of way.

Replacement Easement contract: These contracts are for when a utility is forced to relocate from private easement. TDOT will reimburse for an equal replacement easement. If the utility is moving from private easement onto public ROW, a replacement easement contract is not allowed. Replacement easement contracts are separate from relocation contracts. In any case no utility can invoice TDOT for private easement and work being performed on the same invoice. **WE CANNOT PROCESS ANY INVOICE IF MORE THAN ONE CONTRACT IS BEING PRESENTED ON THE SAME INVOICE.** It will need to be separated.

Chapter 86 Move Prior: Utilities are able to move prior to a project letting. They would/could be eligible to receive payment for work on public and private easement (i.e. engineering, material, and labor) if they are completely relocated by date shown in contract. If they are not complete by that date, the contract would revert to Public/Private Contract. Then they are subject to only getting paid for (if any) what would be on private easement only.

The Certification Contract Obligation Form has to accompany the final invoice and has to be approved and signed by the TDOT Project Engineer in the construction office that was over the project. There are three possible boxes that the engineer can check:

1. The top box: This Certification Letter is accepted. If checked this approves that all work has been done in accordance will the plans

and contract and they are satisfied that the work is 100% Complete. This allows us to process final bill.

2. The middle box: This Certification Letter is accepted pending final verification by project staking. If this box is checked all that utilities can be paid is up to 80%. Until the project engineer is satisfied that the project is complete.
3. The bottom box: This Certification letter is not accepted. If checked this will not allow TDOT to process any final invoice.

All invoices received have to be reviewed by the TDOT Regional Utility office. Invoices for engineering only can be approved without construction office approval. But partial invoices for anything except engineering have to be sent to TDOT Project Engineer for them to review and approve for payment to.

When a Lump Sum contract is awarded (Consultants hired by TDOT) all the supporting documentation is not required. The most they will get paid is what they bid on in contract. They have to supply us percentages complete per month with an accumulative total paid to date. This includes mileage, overhead, labor and shipping cost.

When you have reviewed the invoice and everything is correct it has to be stamped and approved by someone eligible to approve invoice for processing. Scan the reviewed invoice to your computer. **WHOEVER STAMPS AND APPROVES THE INVOICE CANNOT BE THE SAME PERSON WHO PUTS IT INTO EDISON.**

### ***6.1.2 Setting up the Purchase Order***

The Purchase Order (PO) is the account with which the Treasury can pay for work against. Without a PO set up for a contract, TDOT cannot pay any invoices. Finance prefers to wait until we start receiving invoices before setting up a PO's for utility contracts. For this reason, if this is the first invoice received against a utility contract it is unlikely that a PO has been set up in Edison. In order to set up the PO in Edison, the region should notify the

TDOT Finance Office set up a PO for the utility contract in the amount the utility is eligible to receive. This amount can be found in the financial summary sheet as well as the contract. A utility company cannot exceed the original contract amount unless they have a supplemental agreement.

### ***6.1.3 Creating the Receipt***

After the PO has been set up, the region is ready to create a receipt. These receipts are used for recording the accounting entries against the PO. The following steps are needed to create a receipt:

1. Log into Edison
2. Go to main menu
3. Select FSCM
4. Select Purchasing
5. Select Receipts
6. Add update receipts
7. Put in the correct business unit: **40300 for Consultant Invoices and 41100 for Utility Company Invoices**. Then click add button. Add the appropriate PO Unit and ID; the ID will be contract number (CU#####). Consultant invoices will also include the work order number (01, 02, 03, etc. for example CU#####01). Once this is in click the search button you will see below the remaining amount left in Edison for this contract. Highlight the amount showing and change to the amount the utility is requesting as long as it's for the amount in shown in Edison or less. It cannot exceed the contract amount without a supplemental contract. Once the amount is entered click the ok button. You have just created a Receipt. A box will appear with receipt #. **Write this number down for reference.**

### ***6.1.4 Creating the Voucher***

The last item needed in order to pay the invoice is the creation of a voucher. The voucher is the entry which allows the treasury office to

generate the actual payment once it's approved. To create the voucher you must do the following:

1. Go to FSCM
2. Go to Accounts payable
3. Select Vouchers
4. Select Add/Update
5. Select Regular Entry
6. Enter business unit, invoice number and invoice date. Click add button.
7. At the top of screen and you will see you are under the Invoice information tab. On this page enter invoice date (the date the invoice was created by utility), Invoice Receipt Date (The date that you stamped and signed invoice in office). Look on invoice and see what the pay terms are. (i.e. net 30 days, net 45 days). If no pay terms are showing it is a Pay Now. Click in the box and put 00 once you click out it will change to Pay Now.
8. Go down the page and see Copy from Source Document, Click the arrow beside this. Go to Copy from Box click drop down and select PO Receipt then hit the Go Button. This will carry you to another screen. Enter: PO Business Unit then PO Number which is the contract number. Then click the Search button, this carries you to another screen, Scroll down and click the view all button so that you can see all the receipts that have been created for this contract number. Choose the correct receipt that you are working with and click inside the box beside it, then scroll up and click "Copy selected lines". I call this the place that the receipt and voucher are married. Once the copy button is clicked, it will carry you back to the voucher you had been working on with the amount and utility /consultant information. Make sure the address and location information is correct. The remit to address on the invoice has to match address on voucher. The service date has to be located on the voucher. Look at

invoice and find the dates work was performed the last day work was performed is the service date. Once this is done, scroll down and click the view all button: The total amount of the next lines will/should add up to the amount you are processing for payment. It will show you the 80/20 or the percent being paid by federal and by state or other agencies. These percentages can change from one contract to another. Click the save button at bottom of page. **Scroll up and write down the Voucher ID number (VID), you will need this to check the status of the voucher.** Click the ok/save button. Next click the Payments Tab. Check the Location and Address make sure it is correct, on the far right of page middle of page you will see Payments Comments, click on it, and this for TDOT use only it will not be seen by utility. Put any information you feel that is needed to help finance process this invoice. Click okay button, Look  $\frac{3}{4}$  ways down on page for the message box. The information you place here will be seen by the utilities company. Place any information you think is important for the utility (PIN #, Project #, Invoice # and amount to be paid). Click the Save Button.

9. Once you click the save button click on FileNet interface. Click here to find a Document and add to FileNet. Find the scanned reviewed invoice and click upload. Once it has uploaded you need to go the first box named: Click here to return FileNet Document links. Review the uploaded and make sure everything was scanned correctly. Once a document has been uploaded it cannot be deleted. If any changed need to be made, you will need to rescan and upload in new document into FileNet.

For a more detailed, step-by-step guide to creating a voucher, please refer to Finances “Creating Regular Vouchers” Manual.

## 6.2 Railroad Invoices (HQ)

The Railroads are permitted to invoice the State of Tennessee for work they have performed in support of the Departments project on the basis of

approved FAE's. As previously mentioned, there will always be a final FAE but on larger coordinated efforts there will generally be a PE FAE which must be submitted to the State Railroad Coordinator and approved.

Using the approved FAE either during the preliminary coordination or the final FAE during construction the Railroad will submit progress invoices for work performed. All invoices must adhere to the State regulations for submitting invoices and supporting documentation. However, if the project has Federal funds in the project, the Railroad will be required to submit invoices which adhere to the Federal accounting rules and regulations.

Invoices submitted to the State Railroad Coordinator can only be processed for the entity who signed the Agreement. For instance, if an Agreement executed with Cincinnati New Orleans & Texas Pacific Railway Company and the State, Norfolk Southern Corporation cannot submit and request payment for the project. Norfolk Southern Corporation must be a signee of the Agreement before invoices can be processed on their behalf. Additionally, an Engineering Firm cannot submit and request payment for projects given they are never a signee to Agreements between a Railroad Company and the State.

Upon receiving an invoice from the Railroad, either by physical mail or by email, the State Railroad Coordinator will review the document for accuracy and ensure the approved FAE value covers the requested amount. If the submitted invoice exceeds the approved FAE value, the State Railroad Coordinator must request a new FAE from the Railroad which would increase the available amount to accommodate the difference. The new FAE would follow all the steps and rules provided earlier pertaining to the FAE.

If the project is in the construction phase and the submitted invoice exceeds the approved final FAE value, the State Railroad Coordinator will be required to supplement the original Agreement. The Supplemental process would start by the Railroad Coordinator requesting of the Railroad a revised FAE and a letter of explanation of why the project went over the previously agreed to final FAE. The Supplemental process is defined in section 5.1.8 of this document.

If the submitted invoice is a progress invoice, the State Railroad Coordinator will review the submitted invoice and ensure the FAE has enough money to cover the amount requested. Once these two conditions have been satisfied, the State Railroad Coordinator will stamp the front cover of the invoice with an APPROVED stamp and sign and date the document.

If the submitted invoice is a final invoice with flagging expenses, the State Railroad Coordinator will deliver the final invoice to the Transportation Technician Supervisor for distribution to the Region. The Regional Project Supervisor will review the final invoice and check to determine if Railroad representation was at the jobsite for the times and dates the Railroad claims. If the Regional Project Supervisor concurs with the Railroads claims, the Regional Project Supervisor stamps, signs, and dates the invoice as approved. If the Regional Project Supervisor disagrees with the Railroads claims, the Regional Project Supervisor will notify the State Railroad Coordinator by email and stating the discrepancies. The State Railroad Coordinator will communicate the issues to the Railroad which generally results in a letter of explanation or a revised invoice – then the process repeats.

Once the Final invoice is approved by the Regional Project Supervisor the invoice is returned to the State Railroad Coordinator. The State Railroad Coordinator will review the submitted invoice and ensure the FAE has enough money to cover the amount requested. Once these two conditions have been satisfied, the State Railroad Coordinator will stamp the front cover of the invoice with an APPROVED stamp and sign and date the document.

Once the progress invoice or the final invoice is approved by the State Railroad Coordinator the invoice is passed onto the Transportation Technician Supervisor for processing and eventual payment. At this point, the State Railroad Coordinators work is done unless either the Department or the State Finance Divisions have issues with the invoice. If this occurs, an email with the specific complaint will be submitted to the State Railroad Coordinator and the issue is dealt with. The remainder of the payment process is completed by the Transportation Technician Supervisor and has been detailed in the following paragraphs.

Upon receipt of the approved first, progressive, or final invoice from the State Railroad Coordinator the Transportation Technician Supervisor goes to work to pay the invoice.

If the submitted invoice is the first progressive or the one and only invoice for a project, the Transportation Technician Supervisor will generate an Invoice log for the project Exhibit 5-16. The invoice log is an excel spreadsheet which details all progressive invoices on the project, the cumulative total billed, the total approved FAE value, the total number of approved flagging days, and the cumulative total number of flagging used up to any point in time on the project. The Excel spreadsheet does many other things but simply put the spreadsheet is a means of keeping track of where a project stands financially. Each Invoice log is project specific and stored on the P drive at HQ.

If the submitted invoice is a progressive or final invoice the Transportation Technician Supervisor will input the required data into the projects invoice log and ensure the values do not exceed the approved FAE for the project (this is usually accomplished prior to the State Railroad Coordinator approving the invoice). If the project has the money, Transportation Technician Supervisor moves on to the next step in the process. If the submitted invoice exceeds the approved FAE for the project the Transportation Technician Supervisor will inform the State Railroad Coordinator the project needs to be supplemented. The Supplemental process is defined in section 5.1.8 of this document.

When the initial progressive invoice is received and the appropriate information has been input into the project's invoice log, the Transportation Technician Supervisor will request TDOT Finance Division set-up a CPE or Contract for the project. The TDOT Finance Division will accomplish the task and send the Transportation Technician Supervisor an email indicating the project has been set-up in Edison. This email indicates to the Transportation Technician Supervisor the project is permitted to receive vouchers.

The Transportation Technician Supervisor takes the progressive invoice and inserts it into Edison which is a request for payment on the invoice. Edison will generate a receipt ID and voucher ID of the input transaction. Both the receipt ID and the voucher ID are stored in the project specific Invoice Log Excel spreadsheet. The Transportation Technician Supervisor scans a digital copy of the entire submitted invoice and stores the invoice in the invoice folder for the specific project on the P drive at HQ. A copy of the digital invoice is uploaded to Edison and the invoice is submitted for payment via Edison.

For progressive invoices, if everything is appropriate with the submitted invoice, the Finance Division makes the payment to the Railroad. If the Finance Department denies payment on the invoice, an email will be sent to the Transportation Technician Supervisor detailing an explanation of the denial. When this occurs, the Transportation Technician Supervisor will inform the State Railroad Coordinator of the issue and the State Railroad Coordinator will request of the Railroad to provide supporting documentation requested by the Finance Division in the denial of payment email. Once the documentation is received from the Railroad by the State Railroad Coordinator the information is passed onto the Transportation Technician Supervisor. The Transportation Technician Supervisor will provide the supplied information by the Railroad to the Finance Division. If the provided documentation satisfies the concern the Finance Division rose during the initial denial, payment is made to the Railroad and the invoice is satisfied. However, if Finance denies the supporting documentation, another denial email and explanation is sent to the Transportation Technician Supervisor. This cycle continues until the Finance Division has an invoice which is supported with the proper documentation.



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY DIVISION**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

DATE: MONTH DAY, YEAR

UTILITY NAME  
ATTN: JOHN DOE  
UTILITY TYPE  
UTILITY ADDRESS  
(123) 456-7890

**NOTE: Please send any changes to this information that need to be corrected.**

**PROJECT DESCRIPTION**

The enclosed map and/or the above description give the location of the proposed project. In accordance with the provisions of TCA SECTION 54-5 851, Section 3 of Public Chapter No. 517 of Public Acts of 1988. You are hereby given notice of the pending construction of this project.

**This bill requires that the utility owner must notify the Tennessee Department of Transportation within (60) days whether or not it is the owner of utility facilities within the area of the project and if so, the type of utility service, description and general location of each such facility. This information must be furnished to the below listed address by the utility.**

Please reply, promptly, using the COMPLETE ADDRESS LISTED BELOW.

TDOT Utility Office  
ATTN: Transportation Tech  
Suite 600 JK Polk Building  
Nashville, TN 37243-0337  
(p) (615) 253 - 1143  
(f) (615) 532 - 1548

Enclosure: Map

Please check one: DOES  DOES NOT  own facilities within the area of this project.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

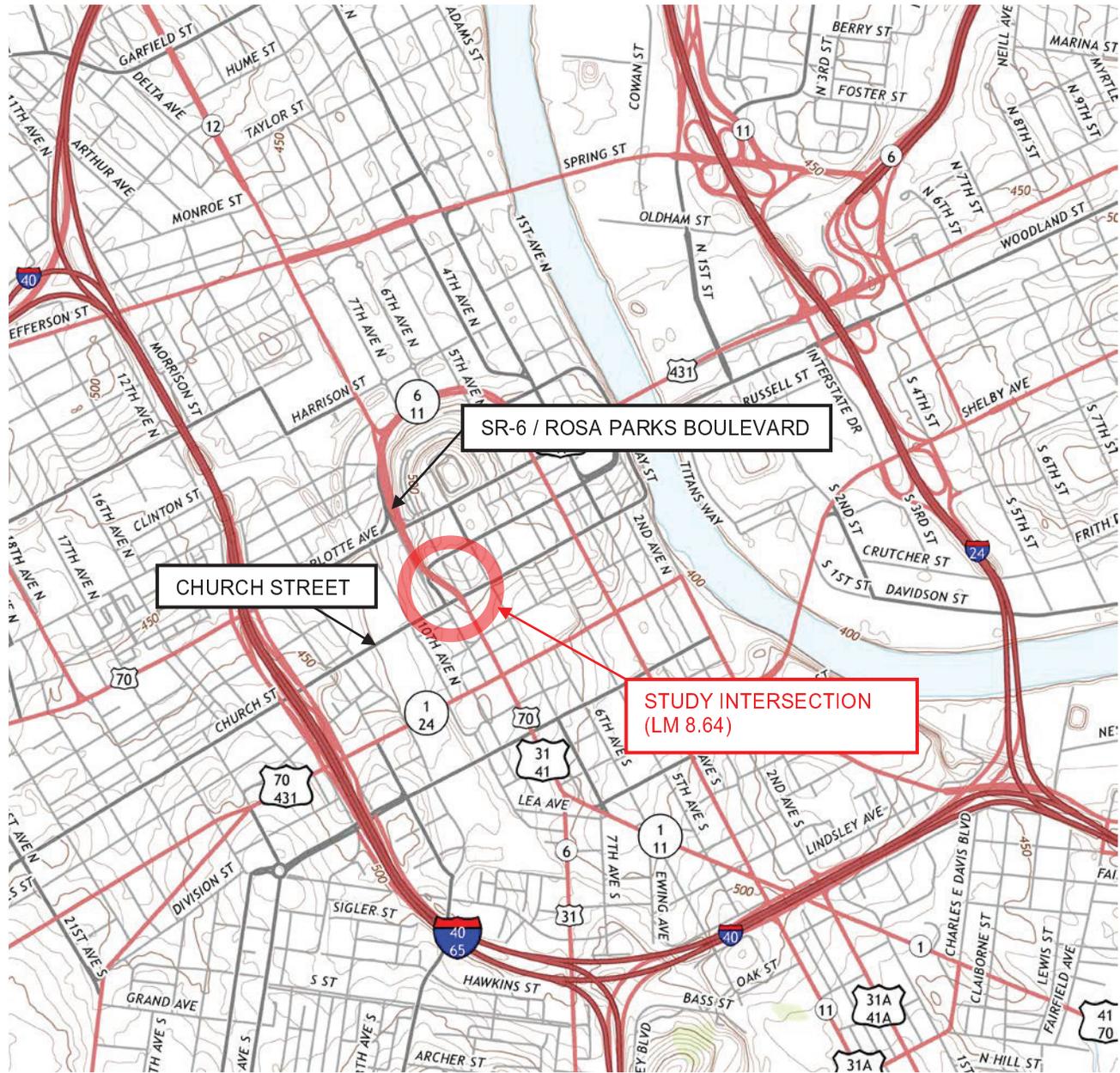
DATE: \_\_\_\_\_

Please provide a Contact E-mail address: \_\_\_\_\_

**Please return this form as soon as possible to ensure your company has complied with the state law**

Exhibit 3-2

Davidson County  
State Route 6 (Rosa Parks Boulevard) L.M. 8.64  
Road Safety Audit Review PIN 120118.00



Source: United States Geological Survey (USGS). Not to Scale.

**Vicinity Map**  
**Intersection of State Route 6 and Church Street, Davidson County**  
**L.M. 8.64**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY DIVISION**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

DATE: MONTH DAY, YEAR

**UTILITY**

**ATTN: UTILITY CONTACT**

**UTILITY TYPE**

**UTILITY ADDRESS**

**PHONE: (123) 456-7890, FAX: (098) 765-4321, UTILITY CONTACT EMAIL**

**NOTE: Please send any changes to this information that need to be corrected.**

**PROJECT DESCRIPTION**

In accordance with the provisions of TCA SECTION 54-5 851, Section 3 of Public Chapter No. 517 of Public Acts of 1988, you are hereby given the SECOND and FINAL NOTICE of the pending construction of this project.

**This bill requires that the utility owner must notify the Tennessee Department of Transportation within (10) days whether or not it is the owner of utility facilities within the area of the project and if so, the type of utility service, description and general location of each such facility. This information must be furnished to the below listed address by the utility.**

**The failure of an owner to comply with the above shall create a presumption that it is not such an owner and the Department and its Contractor may then undertake construction without liability to such owner for damages to the owner's utility facilities, and in addition, such owner shall be liable to the Department's Contractor for damages resulting from such failure.**

Please reply, promptly, using the COMPLETE ADDRESS LISTED BELOW.

TDOT: Right of Way/ Utilities  
ATTN: Transportation Tech  
Address: Suite 600 JK Polk Building  
Nashville, TN 37243-0337  
(Phone): (615) 253 - 1143  
(Fax): (615) 532 - 1548 ..... (E-mail)

Enclosure: Map

|  |
|--|
| <p>Please check one: DOES _____ DOES NOT _____ own facilities within the area of this project.</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>Please provide a Contact E-mail address: _____</p> <p><b>Please return this form as soon as possible to ensure your company has complied with the state law</b></p> |
|--|



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY DIVISION**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

**February 24, 2016**

**MR/MS DIRECTOR, CIVIL ENGINEER DIRECTOR  
DESIGN DIVISION  
1300 JAMES K. POLK BUILDING**

**PROJECT ID:  
DESCRIPTION:  
COUNTIES:**

DEAR DIRECTOR:

In compliance with the provisions of Public Chapter No. 517 of the Public Acts of 1988, the Utilities Office has completed the notification to all known utility owners which operate in the area of the above listed proposed project.

You will find on the following page, a list of all known utilities that sent in a reply and on the page after a list of addresses and telephone numbers of owners which have facilities on this project.

Copies of all replies are on file in this office for your use if needed. Please advise if further information is needed.

State Utility Coordinator  
Right of Way/Utilities  
Tennessee Department of Transportation  
600 James K. Polk Building  
Nashville, TN 37243-0337  
Telephone (615) 741-6802

CC: Project Management Office  
Field Survey Coordinator  
Region Utility Office  
Requestor \_\_\_\_\_

Encl: Utility Maps  
Utilities not on Project Maps

Exhibit 3-5



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**REGION 3 RIGHT OF WAY**  
6601 CENTENNIAL BOULEVARD  
NASHVILLE, TENNESSEE 37243  
(615) 350-4200

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

Engineering Authorization Date:

FAYETTEVILLE PUBLIC UTILITIES (Water & Sewer  
Dept)

STATE PROJECT #: 52005-2219-14 COUNTY: Lincoln  
FEDERAL PROJECT #: NH-15(89) PIN: 100302.00  
DESCRIPTION: SR.15 from SR.10 to KELSO-SMITHLAND (TEAL HOLLOW) ROAD  
Federal Funds: YES  No   
Project Eligible for Chapter 86 Reimbursement: YES  NO

***Please refer to the above project number(s) on all correspondence concerning your utility relocation.***

Dear :

This notice will serve as authority for your utility to proceed with all engineering that is necessary to prepare plans, a schedule of working days, and estimates of cost for the adjustment of your facilities which may be in conflict with this project. This is done in accordance with the provisions of TCA 54-5-854. Enclosed with the notice are two (2) sets of the project plans.

**If a consultant is needed, please see details on page 2 of this notice. Consultant packages must be submitted and approved by this office before consultant engineering will be eligible for reimbursement.** Estimates of cost prepared in response to this authorization shall not be released or made available to anyone other than the Utility, the approved consultant, and TDOT except as required by law.

Any reimbursement will be in accordance with TCA 54-5-804 as amended by Public Chapter No. 86 of the Public Acts of 2003. **This notice is not to be construed as authority to actually relocate any of your facilities at this time.** Any relocation work done prior to written approval from the State Utility Coordinator will not be eligible for reimbursement.

This project is currently scheduled for letting on: 02/04/2005

**The following items (collectively called the "A Date Package") must be submitted to this office no later than . If this project is eligible for Chapter 86 reimbursement, failure to timely submit the A Date Package will render the utility ineligible for Chapter 86 reimbursement.**

The A Date Package must include:

1. Five (5) half-sized, color-coded relocation plans – PDF copies are preferred in lieu of hard copies, if possible;
2. Completed TDOT Form 2013-16XLS, including signed Declaration of Scheduled Calendar Days and Chapter 86 Eligibility; and
3. Utility declaration for reimbursement.

**Additionally, in order to be eligible for inclusion of the utility relocation work in the State contract, the following items (collectively called the “B Date Package”) must be submitted to this office no later than sixteen (16) weeks prior to the letting date. The letting date for this project, which is subject to change, is currently scheduled for 02/04/2005.**

The B Date Package must include:

1. PDF file of detailed color-coded utility relocation plans;
2. PDF file of detailed utility specifications;
3. Completed Utility Item Spreadsheet in Microsoft Excel format; and
4. Completed utility individual permit sketches, if required.

**If the submittal of the A Date Package is not made prior to the date specified above, the utility will not be eligible for Chapter 86 reimbursement. If the submittal of the B Date Package is not made prior to the date specified above, the utility will not be eligible to include the work in the State contract. No exceptions can be made.**

Please review the following information for more specific details to assist you in responding to the Department's request.

***What if my utility needs a consultant to perform the necessary engineering?***

Please request approval for consultant engineering **immediately** by submitting the following documentation:

1. TDOT Form 2011-13
  - Certification of Consultant
  - Memorandum of Understanding
2. TDOT Form 2013-16XLS
  - Sheet 1.1 Estimate of Engineering

Reminder: any work done by a consultant prior to receiving written approval from this office will not be eligible for reimbursement.

***What must the relocation plans show?***

The enclosed project plans are for your use in designating the location of facilities affected by this project. Your A Date Package must include five (5) copies of color-coded relocation plans to show the correct location of existing, proposed and/or relocated utility facilities. Color-coding shall be as follows:

|                |                           |
|----------------|---------------------------|
| GREEN:         | Remove or retire in place |
| ORANGE/YELLOW: | Existing to remain        |
| RED:           | New installation          |
| BLUE:          | Temporary relocation      |

Please submit these “rainbow plans” on half-size TDOT “Present Layout” sheets, unless directed otherwise by this office. TDOT will review and, if appropriate, provide **Location Approval** of the plans submitted.

***What must the utility cost estimate contain?***

This information is to be provided on TDOT Form 2013-16XLS, or comparable format containing the same information as approved by TDOT:

1. A statement of how relocation costs will be accumulated in accordance with Federal Aid Policy Guide 23 C.F.R. 645A;
2. An estimate of costs and time needed for the replacement of any private easements for utility relocation (the utility is responsible for the acquisition of all utility easements required);
3. An estimate of cost for any engineering needed for utility relocation; and
4. An estimate of cost for any betterment of utility facilities included as part of this project.

***What must the utility estimate of working days contain?***

This information is to be provided on TDOT Form 2013-16XLS, Sheet 6.1, Declaration of Scheduled Calendar Days. It shall state the amount of time, in number of calendar days, required for completion of the relocation work.

***What must the utility declaration for reimbursement contain?***

This information is to be provided in a letter containing the following information:

1. A statement indicating percentage of existing facilities on private utility right-of-way; and
2. Either a statement that all existing facilities that are in conflict with proposed construction will be relocated by the utility prior to the project letting date, OR a request that all existing facilities that are in conflict with construction will be included in the State highway construction contract for relocation.

***What if my utility has no conflict with the project?***

If no conflict is anticipated, the utility must furnish a letter to this office stating such prior to the A Date deadline specified above.

***What if my utility wishes to relocate on its own prior to the State's letting date?***

If the utility wishes to "move prior," a contract will be submitted to the Utility for signature. The contract must be returned to the specified Department for execution. The **Begin Work** authorization letter must then be issued to the utility before the utility can begin relocation of its facilities; otherwise, such work will not be eligible for reimbursement

***What if my utility wishes to have its relocation included in the State construction contract?***

The utility must meet both the A Date and B Date deadlines in order to qualify for "move in State." The details for the contents of the B Date Package are as follows:

1. The utility must submit complete, detailed utility relocation plans signed and sealed by a professional engineer to be included in the State highway construction plans. Plans must be sufficiently detailed for the State contractor to perform the work. Plans must be the 22" x 34" in size and submitted in PDF format with the specified TDOT sheet block on each sheet.
2. The utility must submit complete, detailed utility specifications to be included in the State highway construction contract. Specifications must be sufficiently detailed for the State contractor to perform the work. Specifications must be in PDF format.
3. The utility must submit a completed Utility Item Spreadsheet file, including item numbers (as assigned by the Department), item descriptions, unit of measure, quantity, and estimated construction costs, submitted in Excel format as provided by the Department.
4. The utility must submit complete utility individual permit sketches, including wetlands and stream crossings, as requested by the Department.

***What if this project is not eligible for Chapter 86 reimbursement?***

Pursuant to TCA 54-5-854, the utility's obligation to submit its rainbow plans and schedule of calendar days exists regardless of whether the project is eligible for Chapter 86 reimbursement. In the event that a project is initially deemed ineligible for Chapter 86 reimbursement, but is later deemed to be eligible, only those utilities who have met the A Date deadline shall be eligible for reimbursement.

---

If you have any questions concerning this project, please feel free to contact me. We will be glad to assist you in any way we can. Thank you in advance for your cooperation.

Sincerely,

,

Enclosures: Two (2) sets TDOT ROW Plans  
TDOT Form 2011-13 Engineering Consultant  
TDOT Form 2011-14 CADD Disclaimer  
TDOT Form 2013-16XLS Standard Estimate

(All forms can be downloaded from the "Utilities Office" section of the TDOT website: [www.tdot.state.tn.us](http://www.tdot.state.tn.us))



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY DIVISION**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

**REMINDER**

**DATE:??/??/???**

**UTILITY CONTACT**

**UTILITY NAME**

**UTILITY ADDRESS**

**PROJECT#: ?????-????-??**

**COUNTY(s): ??????????????**

**FEDERAL: ??????????????????????**

**PIN #: ??????.??**

**DESCRIPTION: ???**

**TYPE: ??????????????????**

**Contract #: ??????**

**Chapter 86 Eligible: YES / NO**

**Please refer to the above captioned project number on all correspondance concerning utility relocation.**

Dear *Utility Contact*,

On **PE Authorization Date ??/??/????** , this office sent plans on the above referenced project requesting a reply by **"A" Date ??/??/????**. As of this date, TDOT has not received a response. State statute TCA 54-5-854 requires a utility to respond within 120 days. In order to expedite this project and to initiate your relocation efforts, you are requested to contact this office **as soon as possible** concerning the status of your relocation plans.

**Any eligibility for reimbursement is in jeopardy if your reply is not received prior to the date cited above.**

Your assistance concerning this matter is greatly appreciated. Please contact me as soon as possible.

Sincerely,

**TDOT REGION UTILITY NAME**  
**REGION UTILITY ADDRESS**  
**REGION UTILITY PHONE**  
**REGION UTILITY EMAIL**

Enclosure

cc:





**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY DIVISION**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

**PAST DUE NOTICE DATE:??/??/???**

**FINAL NOTICE**

**UTILITY CONTACT  
UTILITY NAME  
UTILITY ADDRESS**

**PROJECT#: ?????-????-??**                      **COUNTY(s): ??????????????**  
**FEDERAL: ??????????????????????**      **PIN #: ??????.??**  
**DESCRIPTION: ???**  
**TYPE: ??????????????????**

**Contract #: ??????**                              **Chapter 86 Eligible: YES / NO**

**Please refer to the above captioned project number on all correspondance concerning utility relocation.**

Dear *Utility Contact*,

On **PE Authorization Date ??/??/????** , this office sent plans on the above referenced project requesting a reply by **"A" Date ??/??/????**. As of this date, TDOT has not received a response. State statute TCA 54-5-854 requires a utility to respond within 120 days. In order to expedite this project and to initiate your relocation efforts, you are requested to contact this office **as soon as possible** concerning the status of your relocation plans.

**Any eligibility for reimbursement is in jeopardy**

Your assistance concerning this matter is greatly appreciated. Please contact me as soon as possible.

Sincerely,

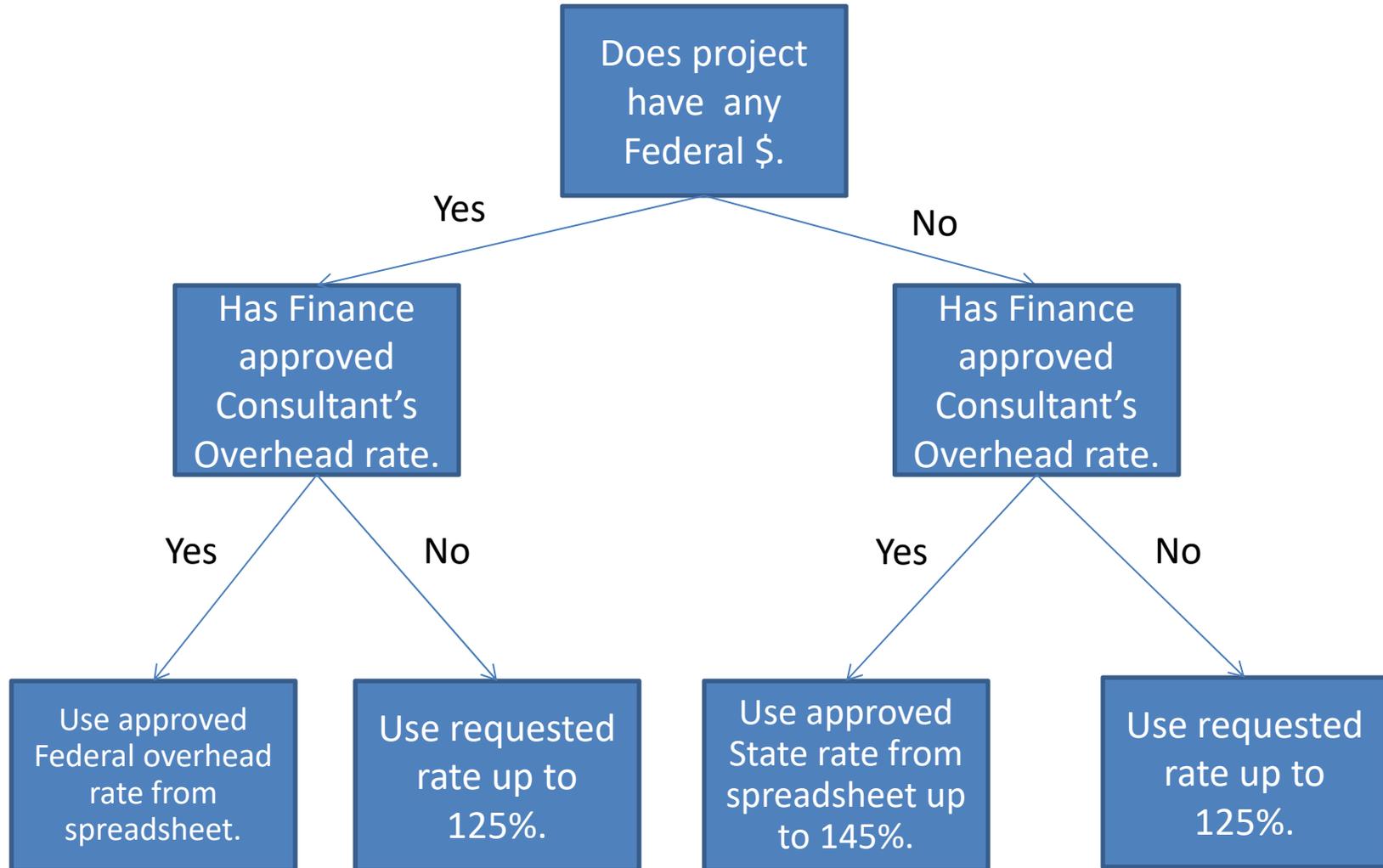
**TDOT REGION UTILITY NAME  
REGION UTILITY ADDRESS  
REGION UTILITY PHONE  
REGION UTILITY EMAIL**

Enclosure

cc:

## Exhibit 3-9

### Guide to Approving Consultant Overhead Rates





**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
REGION 4 RIGHT OF WAY  
300 BENCHMARK PLACE  
JACKSON, TENNESSEE 38301  
(731) 935-0134

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

Consultant Authorization Date:

AT&T Tennessee (R2)

PROJECT#(s): 03003-2230-14

COUNTY(s): Benton

FEDERAL#(s): STP-1(202)

PIN #: 105768.00

DESCRIPTION: S.R. 1 From the Camden Bypass to the Tennessee River

*Please refer to the above captioned project number on all correspondence to the department.*

Dear :

This letter will serve as authority for the Utility Consultant to proceed, as of this date, with ALL engineering that is necessary to prepare plans, schedule of working days, and estimates of cost for the adjustment of your facilities which may be in conflict with this project. This is done in accordance with the current provisions of TCA 54-5-854.

This notice is given with the understanding that engineering services will be performed by the consultant firm designated above in accordance with rates established in the attached approved estimate of cost submitted by the engineer for this project.

If you have any questions regarding this matter, please contact me.

Sincerely,

Encl. - Approved Engineering Estimate  
Memorandum of Understanding  
Certification of Consultant

CC: File



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

REGION 3 RIGHT OF WAY  
6601 CENTENNIAL BOULEVARD  
NASHVILLE TENNESSEE 37243  
(615) 350-4200

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

Joe Boyd  
West Warren-Viola Utility District  
PO Box 218  
Morrison TN 37357

**VIA CERTIFIED MAIL ON JANUARY 10, 2018**

PROJECT#: 02test-projec, 47999-9999-99, 56000-000-00, 68999-9999-99      COUNTY:      Bedford, Knox,  
Macon, Perry  
FEDERAL: NA, Knox test, , TEST PROJECT PIN #:      999999.99  
DESCRIPTION: SR 1 to SR 1  
TYPE: CH86 Move In w/ Exception  
CONTRACT NO. CU8459

**\*PUT TO WORK AT NO COST TO THE STATE**

*Please refer to the above captioned project number on all correspondence concerning utility relocation.*

**Begin Work Authorization Date: JANUARY 10, 2018**

Dear Joe Boyd,

This notice instructs you to **proceed with relocation of facilities at no cost to the State** as of the Begin Work Authorization Date listed above. This notice is sent pursuant to TCA § 54-5-854.

Please note that if the Utility fails to complete the required installation, relocation or adjustment of its utility facilities within the approved schedule of calendar days as approved by the State, a penalty in the amount of five hundred dollars (\$500), or two hundred fifty dollars (\$250) if the Utility has fewer than 3,000 customers, may be assessed for each calendar day after the scheduled completion date that the owner fails to complete the required installation, relocation or adjustment. Furthermore, if the Utility fails to comply with TCA § 54-5-854, the Department's highway construction contractor, with the consent of the Department, may then undertake construction without liability to the Utility owner for damages to the owner's utility facilities, and in addition, the Utility owner shall be liable to the Department's contractor for damages resulting from the failure.

The Utility shall be responsible for its own erosion control, clearing and grubbing, and staking. The Utility is responsible for acquiring the Tennessee Department of Environment and Conservation (TDEC) Notice of Coverage (NOC) and any other permit required for the work performed by the Utility.

All TDOT employees assigned to this project will be acting solely for highway construction purposes and shall not be held responsible for the relocation of utility facilities. The Utility is responsible for inspecting all phases of its

utility relocation work pursuant to TCA 54-5-804(b).

Three (3) days prior to the day that utility relocation work is to be performed, the Utility must notify the Regional Project Engineer of the date the work is expected to begin to arrange for administration and staking before doing actual work on the highway right-of-way. Utility is responsible for inspection of its installation construction. In accordance with TCA 54-5-854(h)(3), the Utility shall submit monthly progress reports to the Project Engineer:

Jeremy Price  
(931) 461-4241  
PO Box 1627  
Tullahoma, TN 37388  
jeremy.price@tn.gov

This project is currently scheduled for letting on:

You will be advised after the letting date of a **Time** and **Location** for the pre-construction conference.

Sincerely,

Rick Yeager  
2095 Lakeside Centre Way, Suite 120  
Knoxville, TN 37922  
865.299.6141

Email: Enclosure -Approved Utility relocation Plans Executed Contract

cc:

Exhibit 3-12



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**REGION 3 RIGHT OF WAY**  
6601 CENTENNIAL BOULEVARD  
NASHVILLE, TENNESSEE 37243  
(615) 350-4200

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

**JANUARY 10, 2018**

**Project Engineer, Region 2**  
**Jeremy Price**  
PO Box 1627  
Tullahoma TN 37388  
(931) 461-4241

**District Engineer, Region 2**  
**Keith Pruett**  
4005 Cromwell Rd. P.O. Box 22368  
CHATTANOOGA TN 37422  
423-510-1149

**UTILITY NOTIFICATION REGARDING:**

**PROJECT#/S:** 02test-projec, 47999-9999-99, 56000-000-00, 68999-9999-99      **COUNTY:**  
Bedford, Knox, Macon, Perry  
**FEDERAL:** NA, Knox test, , TEST PROJECT      **PIN #:** 999999.99  
**DESCRIPTION:** SR 1 to SR 1  
**UTILITY:** West Warren-Viola Utility District

Dear Jeremy Price,

Enclosed are the utility reports and the applicable approved plans covering the adjustment of utility facilities on the above-referenced project.

Any changes in the location of these facilities should be approved by this office. If changes in roadway design occur during construction that will affect any of the utility adjustments, please advise the affected utility company immediately and furnish them with any necessary revised plans.

Please provide adequate inspection and any staking necessary. Engineering expenses may be charged to the above-referenced project prior to awarding the contract.

Sincerely,

**Rick Yeager**  
2095 Lakeside Centre Way Suite 120  
Knoxville TN 37922  
865.299.6141

Enclosure



## Exhibit 3-12

- Billing is to be made in accordance with the provisions of 23 CFR 645 subpart A of the Federal-Aid Policy Guide. Any charges billed by the utility that cannot be certified by the TDOT Regional Project Engineer's records shall not be reimbursed.
- The Utility will be responsible for its own erosion control, clearing and grubbing, and staking. The Utility is responsible for acquiring the Tennessee Department of Environment and Conservation (TDEC) Notice of Coverage (NOC) necessary for the work performed by the Utility.
- All TDOT employees assigned to this project will be acting solely for highway construction purposes and shall not be held responsible for the relocation of utility facilities. The Utility is responsible for inspecting all phases of its utility relocation work pursuant to TCA § 54-5-804(b).
- Three (3) days prior to the day that utility relocation work is to be performed, the Utility must notify the Regional Project Engineer of the date the work is expected to begin to arrange for administration and staking before doing actual work on the highway right-of-way.
- In accordance with TCA § 54-5-854(h)(3), the Utility shall submit monthly progress reports to the Project Engineer:

Jeremy Price  
(931) 461-4241  
PO Box 1627  
Tullahoma TN 37388  
jeremy.price@tn.gov

This project is currently scheduled for letting on:

You will be advised after the letting date of a **Time** and **Location** for the pre-construction conference.

Sincerely,

Rick Yeager  
2095 Lakeside Centre Way Suite 120  
Knoxville TN 37922  
865.299.6141

Enclosure      Approved Utility relocation Plans  
                    Approved Schedule of Calendar Days  
                    Executed Contract

cc:      TDOT Program Operation Office - Manager 2  
            TDOT Finance Office – Accounts Payable  
            Seth Clinard  
            (931) 528-4312  
            P.O. Box 2929  
            Livingston TN 38501  
            seth.clinard@tn.gov



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY DIVISION**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

July 19, 2018

John Kahle, Transportation Manager  
Program Operations Office  
Suite 600, James K. Polk Building  
Nashville, TN 37243

Re: **Tipton County**  
**STP-14(39), 84003-2217-14, Pin 102242.00**  
**SR-14, From East of SR-384 (Mt. Carmel Rd) to SR-59**

Dear Mr. Kahle:

The following utilities have been instructed to relocate at **no cost** to the state:

1. City of Mason
2. City of Mason
3. Poplar Grove Utility District (Water)

The following utilities have relocation **contracts** with the State:

1. AT&T (Communication) – Utility Contract #7422 (CH86 Move Prior)
2. Southwest Tennessee Electric Corp. (Electric) – Utility Contract #7465 (CH86 Move In)
3. Texas Gas Transmission Corp. (Gas) – Utility Contract #7477 (CH86 Move Prior)

No railroad facilities will be affected by the project.

Insofar as utility negotiations are concerned, this project is ready for the **December 8<sup>th</sup>, 2017 Contract Letting**.

Sincerely,

A handwritten signature in blue ink that reads "Monica Cromer".

**Monica Cromer** | Asst. State Utility Coordinator  
Right of Way Division  
James K. Polk Bldg, 6<sup>th</sup> Floor  
505 Deaderick Street, Nashville, TN 37243  
p. 615-741-3331

cc: File



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
NASHVILLE, TENNESSEE 37243-0337

**MEMORANDUM**

To: Utilities Staff  
From: Joseph E. Shaw, HQ Row/Utility Division  
Date: 01-10-2012  
Subject: **Utility Instructional Bulletin 01-10-2012  
Construction Utility Non-Compliance**

A handwritten signature in black ink, appearing to read 'Joseph E. Shaw', written over the 'From' line of the memorandum.

**Effective 10-01-2012**

In accordance with State Statute, TCA 54-5-854 (h)(1)(A)

(h) If an owner fails to complete the required installation, relocation, or adjustment within the approved schedule shall have authority to collect a civil penalty of \$500.

To enforce the civil penalty, it has been determined that due process must be provided. To fulfill that requirement, notification must be provide to the utility that they are considered to be in violation, and provide a deadline date for the utility to take corrective action.

It should be noted that if the TDOT Construction Project Supervisor signed the "Certification Contract Obligation" signifying that the utility met its obligation to Move Prior, it will severely limit the ability to enforce the utility fine for delays to the project.

The Project Supervisor will be the lead as the project site authority who determines the utility is causing delays as a result of the state of non-compliance, and as the authority on site to coordinate the work necessary to rectify the deficiencies. If the Construction Office has a consultant Utility Coordinator assigned to the project, that firm may be the Project Supervisor representative for the following actions.

- 1) TDOT Construction Project Manager notifies the Utility of issues.**  
The Project Supervisor determines that there is a delay as a result of the required utility relocation construction. As a general course of business, the Project Supervisor should communicate to the utility representative of record or the utility site foreman/supervisor that the utility relocation is causing delays to the project. Any documentation detailing correspondence, oral discussions, meetings, or other efforts to notify the utility of the issues should be collected and entered into a record of the proceedings related to the utility compliance.
- 2) TDOT Construction notifies Regional Utility Office of utility issues.**  
The Project Supervisor should notify the Regional Utility Office of the issues, and they can assist in providing proper contact information, documentation of coordination

including the contract, schedule of calendar days, authorization Put To Work date, and may be able to assist in communications between the utility management and the Project Supervisor to resolve the issues. The Project Supervisor should have available the Schedule of Calendar days and the Utility Put To Work authorization which is in the package provided by the Regional Utility Office to the Project Supervisor at the preconstruction meeting. The Put To Work authorization is the beginning date of the Schedule of Calendar days, which will designate the number of calendar days approved for the utility relocation. The Regional Utility Office can be requested to assist the Project Supervisor in making that assessment.

- 3) TDOT Construction arrange meeting with Utilities to discuss issues.** The Project Supervisor will convene a meeting with all representatives of utilities on the project, along with the State Contractor. The Regional Utility Office can be requested to attend to provide any support the Project Supervisor may need. With all the stakeholders in attendance, any issues raised regarding the relocation for the utility that is not in compliance can be addressed at the meeting with all stakeholders present. The meeting will determine a deadline date for the utility to complete the relocation necessary for the State Contractor to proceed without delay.
- 4) TDOT Construction issues written summary of meeting setting deadline or Utility to comply, citing TCA 54-5-854(h).** Minutes of the meeting will document the issues, discussions, and the deadline date for the utilities identified to come into compliance. TCA 54-5-854(h) is to be cited as the consequences if the utility does not comply by the deadline. (See sample letter) The Project Supervisor should contact the Regional Utility Office to obtain the current contact information for the utility. Generally the Project Supervisor will, up to this point, be communicating with the Utility representative or foreman on site. To provide proper notification, the Project Supervisor will need to send the letter to the utility management via verified mail receipt along with the minutes of the meeting. This eliminates any defense that the utility management was unaware of the pending action.
- 5) TDOT Construction notifies Regional Utility Office if deadline is not met.** On the date of the deadline, if the utility is not in compliance, it has not completed the work discussed and documented in the meeting minutes, the Project Supervisor will transmit a request to the Regional Utility Office to proceed with actions to fine the utility per the state statute.
- 6) Regional Utility Office reviews and submits documentation to HQ Utility Office.** The Regional Utility Office, being familiar with the issue and actions taken by the Project Supervisor, will review and if appropriately documented, place the documentation on FILENET, and electronically submit the approved request to the HQ State Utility Coordinator and their assistant for the region as soon as practical.
- 7) HQ Utility Office reviews and submits to TDOT Legal Office for action.** HQ assistant will review, and if appropriately documented, submit the request to the TDOT Legal Office recommending that action be taken to fine the utility per state statute TCA 54-5-854(h). The Legal Office will send the owner written intent to assess a civil penalty per TCA 54-5-854(h)(4).



# Certification Contract Obligation

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

TDOT Region \_\_\_\_\_ Construction Office  
Region

Attn: \_\_\_\_\_, **Project Engineer**

Address \_\_\_\_\_  
(Information is provided on the Utility Begin Work Authorization letter)

**PROJECT#/S:** \_\_\_\_\_ **COUNTY/S:** \_\_\_\_\_

**FEDERAL:** \_\_\_\_\_ **PIN #:** \_\_\_\_\_  
**DESCRIPTION:** \_\_\_\_\_  
**UTILITY CONTRACT: #** \_\_\_\_\_

The utility completed on \_\_\_\_\_ (date of completion) the utility relocation in accordance with the approved relocation plans for the above referenced project number prior to the date specified and in accordance with the executed contract referenced.

**NOTE EXCEPTIONS:**  
Maintaining services to business and/or residences is attached.

**Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Utility representative

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

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

Utility Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

- Utility Type:
- Water
  - Sewer
  - Power
  - Gas
  - Telephone
  - CATV
  - Other: \_\_\_\_\_

|   |
|---|
| <p><b>TDOT USE ONLY:</b> <input type="checkbox"/> This Certification letter is accepted</p> <p><input type="checkbox"/> This Certification letter is accepted pending Final Verification by project staking.</p> <p><input type="checkbox"/> This Certification letter is not accepted. Reason: _____</p> <p>_____</p> <p>_____</p> |
|---|

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

|  |
|--|
| <p>CC: TDOT Construction Project File<br/>TDOT Regional Utility Office</p> <p style="text-align: right;">TDOT Construction office representative</p> |
|--|

**CC:** Utility's File  
TDOT Regional Utilities Office



Exhibit 3-14  
August 01, 2001

Mr. John Doe  
Anywhere Utility District  
P. O. Box 1234567  
8910 Highway  
Chattanooga, TN 37422

RE: **NOTICE OF VIOLATION**  
Waterline Relocation  
TDOT Project # 33333-2222-04

**VIA FEDX**

Dear Mr. Doe:

It has been brought to my attention that **Anywhere Utility District** is in violation of TCA 54-5-854. Your utility is being put on Notice that the follow violations have been made:

1. The approved "Schedule of Calendar Days" has been exceeded and your utility's facility relocations are not completed.
2. Your utility has never submitted a monthly progress report to the Department per state statute TCA 54-5-854(h)(3).
3. Your utility has not undertaken its relocation as originally approved by the Department.

Should these issues not be resolved on or before **September 11, 2001**, the Department will proceed with its highway construction without liability for damage to **Anywhere Utility District's** facilities pursuant to TCA 54-5-854(g). Additionally, a civil penalty up to five hundred dollars (\$500) for each day after the scheduled completion date that you fail to complete the required relocation could be imposed. Hopefully, these issues can be resolved. We look forward to working with you to solve these problems.

Sincerely,

Dewayne B. Done  
Region 2 Project Supervisor  
TDOT Region 2 Construction Office  
4005 Cromwell Road  
P.O. Bx 22368  
Chattanooga, TN 37422  
423-510-1234  
[dewayne.done@tn.gov](mailto:dewayne.done@tn.gov)

Cc: Rg 2 Utility Office  
Ken Flynn  
Charlie Garrett

# TDOT Standard Contract Summary Form

**Date:** MARCH 15, 2018

To:  
 Contract Office, Suite 300 JKP  
 Legal Counsel, Suite 300 JKP.  
 Chief Engineer, Suite 700 JKP.  
 Commissioner, Suite 700 JKP.

|            |             |
|------------|-------------|
| Date Rec'd | Transmitted |
| _____      | _____       |
| _____      | _____       |
| _____      | _____       |
| _____      | _____       |

**Originating Office** Utility Section, 600 JKP

**Return signed contract** Rick Sloan

|                          |                          |                  |                                     |
|--------------------------|--------------------------|------------------|-------------------------------------|
| <b>Original Contract</b> | <input type="checkbox"/> | <b>Amendment</b> | <input checked="" type="checkbox"/> |
| <b>Contract</b>          | <input type="checkbox"/> | <b>Grant</b>     | <input type="checkbox"/>            |

**Contractor:** Mid-Valley Pipeline (Gas / Oil Distribution)

**CU8458 - (Supplement#4)**

|   |                        |  |                |
|---|------------------------|--|----------------|
| <b>Amount:</b> <span style="border: 1px solid black; padding: 2px;">\$0.00</span> | <b>Per Year</b>        | <span style="border: 1px solid black; padding: 2px;">\$0.00</span> | <b>Federal</b> |
|   | <b>Term</b>            | <span style="border: 1px solid black; padding: 2px;">\$0.00</span> | <b>State</b>   |
|   | <b>Life of Project</b> | <span style="border: 1px solid black; padding: 2px;">\$0.00</span> | <b>Local</b>   |
| <b>Term:</b> <span style="border: 1px solid black; padding: 2px;">N/A</span>      | <b>EXT:</b>            | <span style="border: 1px solid black; padding: 2px;">N/A</span>    |                |

**Proj. No.-State:** 56000-000-00, 02test-projec, 47999-9999-99, 68999-9999-99 **Federal No.:**   
NA, Knox test, TEST PROJECT

**County/s:** Macon **PIN#:** 999999.99

**Description of Work or Purpose of Contract/Amendment** To provide for the SUPPLEMENTAL CONTRACT reimbursement to the utility for the relocation of its facilities in order to accommodate the construction of this project.

**Method of Procurement**

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Low Bid  |
| <input type="checkbox"/>            | F&A Service RFP  |
| <input type="checkbox"/>            | Negotiated pursuant to F&A   |
| <input type="checkbox"/>            | Brooks Act   |
| <input type="checkbox"/>            | UT Contract Authority  |
| <input checked="" type="checkbox"/> | <b>Other:</b> <span style="border: 1px solid black; padding: 2px;">Utility Force Account Estimate</span> |

**if amendment, date & value of original contract:** \$0.00

**Recommended for Commissioner's Signature:** \_\_\_\_\_

**Certified as to Availability of Funds:**

---

Director of Finance

**Utility Relocation Plans Revision after Letting Project:**

Construction Revision

Utility or Utility consultant submits revised plans and completed Utility Plans Revision form

TDOT Coordinator reviews

TDOT coordinator uploads to FileNet and sends notification email

Example body of email

*CONSTRUCTION REVISION (Utility Plans)*

*Washington Co.*

*STP-36(43); 9006-1214-04*

*SR 36: From SR 354 (Boone Ave.) to SR 75*

*PIN 101398.00*

*This email serves as notification that plans have been posted to FileNet on 10-06-14, for a Construction Revision (Utility Plans), under the file name 101398-00-Utility-Rev-09-30-14.pdf.*

*Please find attached the Utility Plans Revision form and the revised sheets.*

*Thank you*

Email To: Appropriate Regional Const Super (Dexter, Clint or Kristin)

Email cc: Steve  
Danny  
Christie  
John  
Andrea  
Gus  
Ben Greeson  
Jay Lanius (if R/R)  
Wayne Segar (if Bridge)

**Utility Relocation Plans Revision prior to Letting Project:**

Letting Revision

Utility or Utility consultant submits revised plans, completed Utility Plans Revision form and completed utility estimate revision request

TDOT Coordinator reviews

TDOT coordinator uploads to FileNet and sends notification email

Example body of email

*LETTING REVISION (Utility Plans)*

*Washington Co.*

*STP-36(43); 9006-1214-04*

*SR 36: From SR 354 (Boone Ave.) to SR 75*

*PIN 101398.00*

*This email serves as notification that plans have been posted to FileNet on 10-06-14, for a Letting Revision (Utility Plans), under the file name 101398-00-Utility-Rev-09-30-14.pdf.*

*Please find attached the Utility Plans Revision form and the revised sheets.*

*Thank you*

Email To: eplans.turnin.TDOT@tn.gov

Email cc: [TDOT.HQ.Construction@tn.gov](mailto:TDOT.HQ.Construction@tn.gov)  
[TDOT.CopyCenter@tn.gov](mailto:TDOT.CopyCenter@tn.gov)  
[TDOT.estimatedingOffice@tn.gov](mailto:TDOT.estimatedingOffice@tn.gov)  
[TDOT.Construction.Estimates@tn.gov](mailto:TDOT.Construction.Estimates@tn.gov)  
[TDOT.PDSO@tn.gov](mailto:TDOT.PDSO@tn.gov)

Steve

Danny

Christie

John

Andrea

Gus

Ben Greeson

Jay Lanius (if R/R)

Wayne Segar (if Bridge)



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**  
NASHVILLE, TENNESSEE 37243-0337

DATE

Mr. John Kahle, Transportation Manager  
Program Operations Office  
Suite 600, James K. Polk Building  
Nashville, TN 37243

Re: **PIN# #####.##; Federal Construction Number**

Dear Mr. Kahle:

The TDOT Utility Office certifies that no conflicts are anticipated to be on the subject project. As an additional precaution, contractor will also be required to call the Tennessee One-Call to verify that there are no utility conflicts associated with the above listed project(s) prior to construction.

**This project contains an Agreement and Special Provisions 105C or Special Provisions 105C with Railroad Entity.**

Insofar as utility negotiations are concerned, this project is ready for the **Letting Date** Contract Letting.

Sincerely,

State Railroad Coordinator

Right-of-Way Office  
Utilities Section

cc: File

Exhibit 5-2

To: [Responsible Railroad Coordinator]  
CC'd: [Other Required Railroad Persons]  
Subject: PIN# [#####.##] - [Program Type] – [Project Type of Work] - in [County] County – RR#  
[RR project number if available]

Mr/Ms. [Responsible Railroad Coordinator]

Please consider this e-mail as the **Railroad's authority to begin PE Work to review** and approve project plans, develop PE estimates and Overall Project FAE, develop Higher RPL Coverage Request Letter, and work to review and process the RR Agreement for execution on behalf of **[Railroad Entity]**.

The % funding for this project has been designated as **[% Fed]**% Federal and **[% State]**% State; the project has a 2-Point Audit Requirement (Federal and State), the CFDA Number is 20.205, **[Railroad Entity]**, is listed as a Vendor as a recipient of the Federal Funds for this project, and the project is subject to the requirement for no project participation by suspended/debarred contractors and/or consultant engineering companies or individuals.

This project has a letting date of **[letting date]**, with a hard **turn-in date of [turn-in date]**. All documentation for the subject letting is required to be in-hand and in-place by this date **[turn-in date]**. Any efforts you may supply to meet this date would be greatly appreciated.

Please review plans and return the Railroad's approval for further comment thereof, send Project FAE and Higher RPL Coverage Request Letter as soon as possible.

Regards,

State Railroad Coordinator

TDOT PIN#:

Norfolk Southern Corporation

Billing Information

Billing Company Name: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

Billing City, State, Zip: \_\_\_\_\_

Billing Phone Number: \_\_\_\_\_

Contact E-Mail: \_\_\_\_\_

Is this project for [DOT-Department of Transportation projects]: (1) Local, (2) State, (3) Federal or (4) other? (If so, advise which one :)

\_\_\_\_\_

Proposed Start Date: \_\_\_\_\_

Proposed Stop Date: \_\_\_\_\_

Detailed Description of the project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (of above signature)

\_\_\_\_\_  
Date

**MEMORANDUM**

To: Ms. Carla Spann  
Auditor 4

From: Jay Lanius  
State Railroad Coordinator

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

Subject: Railroad Force Account Estimate

Enclosed is an estimate of cost which will serve as a basis for the proposed Force Account contract between the Department of Transportation and the railroad:

\_\_\_\_\_

Amount: \$ \_\_\_\_\_

Termini: \_\_\_\_\_  
\_\_\_\_\_

DOT No(s): \_\_\_\_\_

Mile Post(s): \_\_\_\_\_

Project No(s): \_\_\_\_\_

RR Contract No. \_\_\_\_\_

County: \_\_\_\_\_

Approval or any comments you wish to offer with respect to the estimate is requested at this time. If the External Audit Section is not familiar with this Railroad's accounting system, then a preliminary review of same is requested in order that the Railroad may be fully informed of the records and procedure required to insure reimbursement.

Enclosure

Exhibit 5-6

To: [Regional POA]  
CC'd: [Regional Designer]  
Subject: PIN# [#####.##] – [Program Type] – [Project Type of Work] – [Route] - in [County]  
County – RR# [RR project number]

Mr./Ms. [Regional POA]

The subject project either directly crosses or has within its zone of influence one or more At-Grade Crossing(s). The crossings will require a Multi-Modal Study as part of the project planning as per Federal and State requirements. To accomplish this task, please provide photographs of each crossing(s) listed below.

The photographs taken should be a complete 360 degree shot of the crossing(s) (one shot of the tracks in both directions and one shot of each approach to the crossing(s)). Additionally, the Railroad ID badge(s) must be included. Each crossing will have a plaque which uniquely identifies the crossing with six numeric digits and one alpha character.

Please collect the request photographs as soon as possible and submit to this office. Once our Multi-Modal office has concluded their study, they will provide recommendations for each crossing to this office. As soon as I receive the recommendations, I will forward them to the Region for implementation into the plans and quantities.

| DOT/AAR# |
|----------|
|          |
|          |
|          |
|          |
|          |

Regards,

State Railroad Coordinator



**CROSSING IDENTIFICATION NUMBER**  
**WILKES ROAD**



**LOOKING EAST ALONG THE CROSSING 297413R**

Exhibit 5-7



**LOOKING WEST ALONG THE CROSSING 297413R**



**LOOKING SOUTH @ THE CROSSING 297413R FROM SR 209**

Exhibit 5-7



LOOKING NORTH TOWARD SR-209 @ CROSSING 297413R

## Exhibit 5-8

### MAIN STREET REBUILD AND STREETScape KINGSport, SULLIVAN COUNTY

We have completed a review of the information provided for adequate railroad crossing warning devices per 23 CFR 646.214(b)(2). There are two (2) public at-grade crossings and one (1) pedestrian grade-separated crossing near the streetscape project limits. Based on the information provided, we recommend the following:

#### GENERAL COMMENTS

1. Crossing numbers should be identified on the applicable design sheets.
2. All work activities performed within 50 feet of a railroad crossing must be coordinated with the railroad ahead of time. Comments to that effect, including railroad contact information, should be added to the design sheets.

#### CROSSING #243972R CHEROKEE ST (03901)

This public at-grade crossing is outside the zone of influence for this project; therefore, no work is needed for compliance with 23 CFR 646.214(b)(2).

#### CROSSING #243974E E MAIN ST (03887)

1. The new RxR pavement marking on eastbound E Main St (03887) shown on Sheet 9A should be installed approximately 100 feet in advance of the crossing as specified by TDOT Standard Drawing T-RR-6 and in accordance with MUTCD Section 8B.27 and Figures 8B6 and 8B-7.
2. Remove the existing W10-1 sign located on eastbound E Main St (03887) approximately 160 feet in advance of the crossing. Install one (1) new Highway-Rail Grade Crossing Advance Warning sign (W10-1) adjacent to the new RxR pavement marking shown on Sheet 9A approximately 100 feet in advance of the crossing (or immediately in advance of the driveway shown) as specified by TDOT Standard Drawings T-RR-6 and T-S-16 and in accordance with MUTCD Sections 2C.05 and 8B.06, Tables 2C-4 and 8B-1, and Figures 8B-4 and 8B-6. Add a 2-inch wide yellow retroreflective strip on the front of the sign post in accordance with MUTCD Section 2A.21.
3. Install an additional Stop Line on eastbound E Main St (03887) located no closer than 15 feet in advance of the second set of rails (to be consistent with the markings on westbound E Main St) as specified by TDOT Standard Drawing T-RR-6 and in accordance with MUTCD Section 8B.28 and Figure 8B-6. Note that all Stop Lines associated with the crossing shown on Sheet 10A should be installed no closer than 15 feet in advance of the nearest rail.
4. The new RxR pavement marking on westbound E Main St (03887) shown on Sheet 10A should be installed approximately 100 feet in advance of the crossing as specified by TDOT Standard Drawing T-RR-6 and in accordance with MUTCD Section 8B.27 and Figures 8B6 and 8B-7.
5. Remove the existing W10-1 sign located on westbound E Main St (03887) approximately 150 feet in advance of the crossing. Install one (1) new Highway-Rail Grade Crossing Advance Warning sign (W10-1) adjacent to the new RxR pavement marking shown on Sheet 10A approximately 100 feet in advance of the crossing as specified by TDOT Standard Drawings T-RR-6 and T-S-16 and in accordance with MUTCD Sections 2C.05 and 8B.06, Tables 2C-4 and 8B-1, and Figures 8B-4 and 8B-6. Add a 2-inch wide yellow retroreflective strip on the front of the sign post in accordance with MUTCD Section 2A.21. Note that the new sign should be placed in advance of the proposed street parking area.
6. Remove the existing Passive crossing signs and posts on both approaches to the crossing and install new signs and posts. The new signs on each of the posts should include one (1) Crossbuck sign (R15-1), one (1) Yield sign (R1-2), one (1) Emergency Notification sign (I-13), and one 3 Tracks sign (R15-2P) as specified by TDOT Standard Drawings T-RR-6 and T-S-16A and in accordance with MUTCD Sections 8B.03, 8B.04, and 8B.18; Table 8B-1; and Figures 8B-1, 8B-2, and 8B-5. Install a 2-inch wide white or red retroreflective strip on the front of each sign post facing oncoming traffic in accordance with MUTCD Section 2A.21.
7. Eliminate some of the proposed trees shown on Sheets L3 and L4 adjacent to the crossing on both approaches, as well as those shown between the tracks, to allow adequate sight distances.

#### CROSSING #243978G PEDESTRIAN (C0000)

The crossing number associated with this crossing relates to the pedestrian underpass located approximately 230 feet south of E Main St (03887). However, there are existing rails crossing E Main St approximately 195 feet west of its intersection with E Sullivan St that are associated with a roadway crossing that appears to have been closed. The rails should be either removed as part of the demolition plans or paved over; either option needs to be approved by and coordinated with the railroad as part of design activities. If the rails are removed or paved over and the existing sign posts with Crossbuck signs on each approach are removed, there are no other recommendations at this location for compliance with 23 CFR 646.214(b)(2). However, if the railroad chooses to leave the rails and not allow them to be paved over, proper signs (e.g., W10-1) and pavement markings (e.g., RxR and Stop Lines) meeting the guidelines in the MUTCD will need to be installed as part of this project.

*All recommendations provided are considered essential records to the project files. These recommendations should be maintained in each requestor's project file for a minimum of 3 years following final voucher submittal and all other pending matters are closed, as specified in 49 CFR 18.42(b).*

# Memorandum

To: \_\_\_\_\_ – \_\_\_\_\_

From: Mr. Jay Lanius – TDOT State Railroad Coordinator

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

Subject: PIN#: \_\_\_\_\_; \_\_\_\_\_ – \_\_\_\_\_ –  
\_\_\_\_\_ ; Proj. No.(s): \_\_\_\_\_; \_\_\_\_\_ in  
\_\_\_\_\_ County; \_\_\_\_\_; DOT#:  
\_\_\_\_\_

The subject project will require flagging services by \_\_\_\_\_ and in accordance with the Special Provisions 105C. Please provide this office the estimated number of flagging days allotted to the State Contractor for this project.

This information is needed as soon as possible so the Special Provisions 105C and Railroad Contract can be finalized, partially executed by the Railroad, and fully executed by the Department. The subject project has a Draft Notice Date of \_\_\_\_\_ for the \_\_\_\_\_ letting.

Allotted Flagging Days: \_\_\_\_\_

Initials and Date: \_\_\_\_\_



## Bridge Construction Estimate Summary of Project Cost

PIN No.: 101204.00  
 Federal Proj. No.: HPP/STP/NH-62(34)  
 State Proj. No.: 47023-3264-14  
 County: Knox  
 Railroad: Knoxville & Holston River Railroad (KXHR)  
 Description: Theoretical Bridge Estimate to eliminate the existing At-Grade Crossing DOT#: 730566M at Keith Avenue.  
 Date of Estimate: 05/11/2016

### Estimated Cost of Grade Separation Bridge

|    |                                   |                       |
|----|-----------------------------------|-----------------------|
| 1. | Bridge Construction               | \$940,960.00          |
| 2. | Roadway Approaches                | \$182,500.00          |
|    | <b>Subtotal Constuction Cost</b>  | <b>\$1,123,460.00</b> |
| 3. | Right-Of-Way Acquisition          | \$75,637.50           |
| 4. | Engineering Cost Five (5) percent | \$112,346.00          |
|    | <b>Grand Total</b>                | <b>\$1,311,443.50</b> |

In accordance with 23CFR, Section 646.210, the Railroad Agrees, that in exchange for the closure of Keith Avenue Railroad-Highway Grade Crossing as described above, and upon completion of the Highway Project, it shall contribute, to TDOT, five-percent (5%), in the amount of **\$65,572.18**, based on TDOT's costs for planning and constructing the Highway Project bridge structure and approaches over the Railroad's track facilities.

#### NOTE: Bridge Cost Information

|                          |              |
|--------------------------|--------------|
| Bridge Cost              | \$897,120.00 |
| Bridge Approach Pavement | \$19,040.00  |
| Bridge Slope Pavement    | \$24,800.00  |

**Total Bridge Cost \$940,960.00**

Cost of Bridge Construction Calculation: 213.6 ft (Length of Theoretical Bridge) x 42.0 ft (Width of Theoretical Bridge) = 8,971.2 ft<sup>2</sup> x Cost per ft<sup>2</sup> (\$100.00/ft<sup>2</sup>) = \$ 897,120.00

**TDOT STANDARD CONTRACT SUMMARY FORM**

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

Originating Office: Right-of-Way Division  
Utilities Section

Return Signed To: Mr. Jay Lanius, EI  
State Railroad Coordinator  
James K. Polk Building, 6<sup>th</sup> Floor  
505 Deaderick Street, Suite 600,  
Nashville, TN 37243  
p. 615-253-1106  
[jay.lanius@tn.gov](mailto:jay.lanius@tn.gov)

- Original Contract                       Supplement
- Contract                                       Grant

Contractor: NSRR

|                        |  |         |  |
|------------------------|--|---------|--|
| <b>Contract No.:</b>   |  | Amount: |  |
| <b>Supplement #1.:</b> |  | Amount: |  |
| <b>Supplement #2.:</b> |  | Amount: |  |

| PERCENTAGES |  |
|-------------|--|
| Federal:    |  |
| State:      |  |
| Local:      |  |

**PROJECT INFORMATION:**

PIN#: 103917.00; Legislative - Widen – I-124 (US-27) – From the I-24 Interchange to South of the Tennessee River Bridge, in Hamilton County; Proj. No.(s): NH-I-124-3(81); 33006-2133-44; DOT#'(s): Mile Post 338.10.

**DESCRIPTION OF WORK:**

The purpose of the Agreements is to grant the State and the awarded contractor permission to work above, near, and adjacent to the Railroads tracks. The Contract also serves as reimbursement to the railroad for Preliminary Engineering services, construction services (including flagman expenses), inspection, and administrative work to accommodate the project.

**METHOD OF PROCUREMENT:**

- Low Bid                                       Negotiated pursuant to F&A Regs                       UT Contract
- F&A Service RFP                               Brooks Act
- Other: Standard Two (2) Party Railroad Supplement.

|   | DATE: | SIGNATURE: |
|---|-------|------------|
| Contract Execution Authorization:           |       |            |
| Recommendation of Commissioner's Signature: |       |            |
| Date of Commissioner's Signature:           |       |            |



Certification of Funding Availability:

|  |  |
|--|--|
|  |  |
|--|--|

Exhibit 5-12

To: Vicky Forrest  
CC'd: TDOT.Construction Estimates; Peggy Jernigan, [Jason Blankenship or Jamie Fitzpatrick or Steve Sellers or Jamie Waller]  
Subject: PIN# - - - in County – RR#

Ms. Forrest,

Please find attached the culminating railroad coordination documentation for the subject project. The subject project is scheduled for the letting and the project was certified on .

Given the subject project is a project, please accompany the coordinated documentation with the Public Project Manual.

Regards,

NOTES:

Region One Jason Blankenship  
Region Two Jamie Fitzpatrick  
Region Three Steve Sellers  
Region Four Jamie Waller



RR - # of Parties

Agreement No: #####

---

## RAILROAD AGREEMENT

---

THIS SUPPLEMENT is made and entered into by, and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **The Norfolk Southern Railway Company** (hereinafter referred to as the "Railroad").

### WITNESSETH:

WHEREAS, TDOT and the Railroad entered into Agreement **0930, Supplement #1**, dated the **21st** day of **July, 2017**, in which the parties agreed to certain matters concerning the Railroad Work on Highway Project No.(s): **NH-I-124-3(81), 33006-3135-44** that provides for **replacement construction, and/or widening, and maintenance repairs thereof** of a highway bridge structure and approaches to carry **I-124 (US-27)** over the Railroad's tracks at Mile Post **338.10** in the **Chattanooga, Hamilton** County, Tennessee, a copy of which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original agreement; and

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

### The following paragraph in the recitals:

WHEREAS, for the Highway Project, the Railroad has prepared estimates of cost of equipment, material, and labor which have been approved by TDOT, dated **05/08/2017**, which estimate of work by the Railroad is in the amount of **\$613,261.00**, as required for the accommodation of the Highway Project (hereinafter referred to as the "Railroad Work");

### Is deleted in its entirety and replaced with:

WHEREAS, for the Highway Structures Repair Project, the Railroad has prepared estimates of cost of equipment and labor which have been approved by TDOT, dated \_\_\_\_\_, which estimate is in the amount of **\$1,100,373.00**, as required for the accommodation of the Highway Structures Repair Project (hereinafter referred to as the "Railroad Work");

**It is understood that the above are the only changes made in said Agreement.**

IN WITNESS WHEREOF, the parties have executed this Agreement.

Norfolk Southern Railway Company:

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF TENNESSEE DEPARTMENT OF  
TRANSPORTATION:

BY: \_\_\_\_\_  
John C. Schroer – Commissioner

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
John H. Reinbold – General Counsel

DATE: \_\_\_\_\_

## REQUEST FOR PROJECT ASSIGNMENT & FUNDING

HSIP TYPE OF FUNDING: RAILROAD CROSSING IMPROVEMENT

|                                      |                              |
|--------------------------------------|------------------------------|
| Phase: <u>RAILROAD FORCE ACCOUNT</u> | Pin #: _____                 |
| Federal Project No: _____            |                              |
| State Project Number: _____          |                              |
| Estimate: \$ _____                   | (Provided by Utility Office) |

**ITEMS BELOW TO BE FILLED OUT BY REGION OFFICE:**

County: \_\_\_\_\_ State Route: \_\_\_\_\_ US Route: \_\_\_\_\_

Local Name: \_\_\_\_\_ At: \_\_\_\_\_ (Railroad Name)

Highway Log Mile: \_\_\_\_\_

Type of Work: See Recommendation Document (Provided by Utility Office)

CONSTRUCTION BY: RAILROAD FORCE ACCOUNT

Railroad Crossing Inventory #: \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

---

---

\* Action:  Submit Funds To FHWA

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_

Attached: Prog CE  
Upgrade Recommendation Document from Safety, Planning & Travel Data Office

Send To: John Kahle  
Program Operations Office  
Suite 600, James K Polk Bldg

CC: Headquarters Utility Office, Jay Lanius



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
NASHVILLE, TENNESSEE 37243-0337

DATE

Mr. William J. Drunsic, President  
Nashville & Eastern Railroad Corp.  
5138 Main Street  
Batten Shire Bldg.  
Manchester Center, VT 05255

Mr. Craig Wade, General Manager  
Nashville & Eastern Railroad Corp.  
514 Knoxville Ave,  
Lebanon, TN 37087

Re: **Project No. STP-24(10), 95004-2243-14**  
**Martha, TN – Widening of SR-24 (US-70) from West of SR-109 to West of**  
**Country Wood Drive with relocation of the Nashville & Eastern Railroad**  
**Corp. Line from Mileposts 23.33 to 24.90**  
**State Contract No.: CNB026**  
**Wilson County**

Dear Sir,

Enclosed please find a fully executed original confirmed counterpart of Agreement No. **0557**, dated **10/1/02**, between the State and your company for work required to accommodate construction and maintenance for the above project. The approved force account estimate, in the amount of **\$5,544,528.97** is enclosed for railroad force account work necessary to accommodate referenced project; the Special Provisions 105C, governing protection of the Railroad's property/interests are also enclosed as a part of the fully executed agreement. Two (2) sets of final construction plans, for referenced project, will be sent to you for your use and reference throughout the project when they become available.

The contractor awarded this project is:

**Note: Project has not been let for construction yet, however, after the contract letting, currently scheduled for March 21, 2003, you will be notified of the Contractor awarded this project whenever that information is available.**

Please consider this the authority for the Railroad to proceed, prior to the project being let to contract, with the terms of our agreement, for relocation work, and bridge construction, at a time acceptable to both you and the State's Project Supervisor. **Mr. Jim Zeigler has reviewed and approved this early put-to-work authorization.**

**Please note that the acquisition of properties on Tracts #270RR, #271RR, #272RR, and #274RR have not been finalized, and are not available for or authorized for right-of-entry for construction work at this time. Tracts #273RR, #275RR, #276RR, and #277RR are available for right-of-entry to begin your construction work. This office will keep you informed of when the currently unavailable property tracts become available for right-of-entry.**

The Regional Construction Manager for the Department in charge of construction supervision for the highway project is:

**Mr. Jerry Cato , 6601 Centennial Blvd., Nashville, TN, 37243-0360, Phone: (615) 350-4382; Fax: (615) 350-4385; E-Mail=[Jerry.Cato@state.tn.us](mailto:Jerry.Cato@state.tn.us).**

and by copy of this letter is being furnished three copies of the force account agreement for his and the project supervisor's use. The Department's rules require that you contact **Mr. Cato** in writing, by fax, or by e-mail **ten (10)** days prior to doing any work so that proper inspection and record keeping may be arranged. Any charges billed which cannot be verified by the project manager's records will not be reimbursed.

If you have any questions regarding this matter, please contact me at **(615) 253-1119** or **E-Mail= [Jim.Byrd@state.tn.us](mailto:Jim.Byrd@state.tn.us)**.

Sincerely,

Jim Byrd  
Right-of-Way Office, Utilities Section

Enclosure – Contract

cc: Mr. Jerry Cato – w/encl. (3 cy. RR Contract Agreement & FA Estimate)  
Mr. Ron McDermitt - w/encl. (RR Contract Agreement & FA Estimate)  
Mr. Ronnie Porter – w/encl. (RR Contract Agreement & FA Estimate)  
Mr. Travis Williams, Project Engineer, Nashville & Eastern Railroad – w/encl.  
Mr. Joe Payne  
Mr. Terry Cantrell  
File – w/encl.

Exhibit 5-16

|   |  |                             |  |                         |                       |                             |                  |                   |                      |
|---|--|-----------------------------|--|-------------------------|-----------------------|-----------------------------|------------------|-------------------|----------------------|
| <b>Railroad Entity:</b> Knoxville & Holston River Railroad  |  | <b>Approved FAE Amounts</b> |  | <b>Engineering Work</b> |                       |                             |                  |                   |                      |
| <b>PIN:</b> 101204.00   | Total Contract Amount \$8,839,456.78<br>80% Contract Amount \$7,071,565.42<br>Engineering Amount<br>80% Engineering Amount \$0.00              |                             |  | <b>Bill Number</b>      | <b>Invoice Number</b> | <b>Amount of Engr. Bill</b> | <b>Receipt #</b> | <b>Voucher ID</b> | <b>Date to Audit</b> |
| <b>State Proj. No.(s):</b><br>PE-#<br>PE-D 47023-1257-14<br>ROW 47023-2261-14<br>Const. 47023-3264-14 | <b>Supplement Needed:</b> NO<br><b>Flagging Days Exhausted:</b> NO   |                             |  | 1                       | 11/10/2001            | \$1,392.98                  |                  |                   | 11/17/2010           |
| <b>Federal Proj. No.(s):</b><br>PE STP-62(25)<br>ROW HPP/NH-62(34)<br>Const.                          | <b>Agreement No.:</b> CRR0947<br><b>Edison Contract No.:</b><br><b>Speed Chart TX No.:</b><br><b>Vendor No.:</b><br><b>State Contract No.:</b> |                             |  | 2                       | 11/10/2002            | \$10,967.54                 |                  |                   | 12/3/2010            |
| <b>County:</b> Knox   | <b>TERMINI</b><br>SR-62, Western Ave.  |                             |  | 3                       | 12/10/2001            | \$408.92                    |                  |                   | 12/22/2010           |
| <b>Approved Number of Flagging Days:</b> 854  |  |                             |  | 4                       | 1/11/2001             | \$5,605.16                  |                  |                   | 1/24/2011            |
|   |  |                             |  | 5                       | 3/11/2001             | \$171.45                    |                  |                   | 3/15/2011            |
|   |  |                             |  | 6                       | 9/11/2001             | \$377.50                    |                  |                   | 9/20/2011            |
|   |  |                             |  | 7                       | 1/5/2012              | \$1,858.52                  |                  |                   | 5/23/2012            |
|   |  |                             |  | 8                       | 10072 Keith           | \$1,028.89                  |                  |                   | 1/3/2013             |
|   |  |                             |  | 9                       | Keith0812             | \$523.85                    |                  |                   | 3/1/2013             |
|   |  |                             |  | 10                      | Keith0912             | \$5,328.61                  |                  |                   | 3/1/2013             |
|   |  |                             |  | 11                      | Keith1012             | \$2,914.50                  |                  |                   | 3/1/2013             |
|   |  |                             |  | 12                      | 3/13/2001             | \$738.60                    |                  |                   | 3/27/2013            |
|   |  |                             |  | 13                      | 4/13/2001             | \$8,621.85                  |                  |                   | 4/11/2013            |
|   |  |                             |  | 14                      | 5/13/2001             | \$2,392.80                  |                  |                   | 5/14/2013            |
|   |  |                             |  | 15                      | 6/13/2001             | \$56.59                     |                  |                   | 6/18/2013            |
|   |  |                             |  | 16                      | 8/13/2001             | \$514.61                    |                  |                   | 9/20/2013            |
|   |  |                             |  | 17                      | 9/13/2001             | \$4,523.37                  |                  |                   | 1/6/2014             |
|   |  |                             |  | 18                      | 10/13/2010            | \$279.03                    |                  |                   | 11/20/2013           |
|   |  |                             |  | 19                      | 1/14/2001             | \$1,521.91                  |                  |                   | 3/17/2014            |
|   |  |                             |  | 20                      | 1/14/2002             | \$2,300.71                  |                  |                   | 3/24/2014            |
|   |  |                             |  | 21                      | 11/14/2001            | \$180.10                    |                  |                   | 11/13/2014           |
|   |  |                             |  | 22                      | 11/14/2002            | \$1,334.57                  |                  |                   | 11/14/2014           |
|   |  |                             |  | 23                      | 12/31/2014            | \$1,907.57                  |                  |                   | 1/26/2015            |
|   |  |                             |  | 24                      | 1/31/2015             | \$96.21                     |                  |                   | 2/19/2015            |
|   |  |                             |  | 25                      | 2/28/2015             | \$96.21                     |                  |                   | 3/20/2015            |
|   |  |                             |  | 26                      | 1/31/2016             | \$6,301.62                  |                  |                   | 2/18/2016            |
|   |  |                             |  | 27                      |                       | \$5,346.36                  |                  |                   |                      |
|   |  |                             |  | 28                      |                       | \$1,534.41                  |                  |                   |                      |
|   |  |                             |  | 29                      | 3/16/2016             | \$37,062.18                 |                  |                   | 3/30/2016            |
|   |  |                             |  | 30                      | 3/16/2016             | \$74,523.26                 |                  |                   | 4/20/2016            |
|   |  |                             |  | 31                      | 4/30/2016             | \$67,377.65                 |                  |                   | 6/13/2016            |
|   |  |                             |  | 32                      | 5/31/2016             | \$61,160.28                 |                  |                   | 6/17/2016            |
|   |  |                             |  | 33                      | 5/13/2016             | \$4,031.49                  |                  |                   | 6/17/2016            |
|   |  |                             |  | 34                      | 6/30/2016             | \$69,242.17                 |                  |                   | 7/26/2016            |
|   |  |                             |  | 35                      | 7/31/2016             | \$72,380.33                 |                  |                   | 8/23/2016            |
|   |  |                             |  | 36                      | 8/31/2016             | \$87,261.46                 | 7684             | 32434             | 9/29/2016            |
|   |  |                             |  | 37                      | 9-30-16TD             | \$440.98                    |                  |                   | 10/26/2016           |
|   |  |                             |  | 38                      | 9-30-16TD             | \$47,901.04                 | 7970             | 33107             | 11/16/2016           |
|   |  |                             |  | 39                      | 10/31/2016            | \$61,591.94                 | 7992             | 33150             | 11/16/2016           |
|   |  |                             |  | 40                      | 12-20-16TD            | \$49,073.66                 | 8195             | 33631             | 1/5/2017             |
|   |  |                             |  | 41                      | 12-31-16TD            | \$54,125.52                 |                  |                   | 1/26/2017            |
|   |  |                             |  | 42                      | 1-31-17TD             | \$88,129.93                 | 8391             | 34172             | 2/27/2017            |

| Force Account Work |                |                |                |               |                     |           |            |               |
|--------------------|----------------|----------------|----------------|---------------|---------------------|-----------|------------|---------------|
| Bill Number        | Invoice Number | Amount of Bill | Date to Region | Flagging Days | Total Flagging days | Receipt # | Voucher ID | Date to Audit |
| 1                  | 101204-0117    | \$2,295.00     |                | 6             | 6                   | 8430      | 34268      | 3/10/2017     |
| 2                  | 101204-0217    | \$7,593.75     |                | 20            | 26                  | 8489      | 34417      | 3/23/2017     |
| 3                  | 101204-0317    | \$3,071.25     |                | 11            | 37                  |           |            | 4/19/2017     |
| 4                  | 101204-0417    | \$2,047.50     |                | 6             | 43                  | 8849      | 35243      | 6/6/2017      |
| 5                  | 101204-0517    | \$7,166.25     |                | 19            | 62                  | 9372      | 36711      | 9/16/2017     |
| 6                  | 101204-0617    | \$3,768.75     |                | 12            | 74                  | 9150      | 36049      |               |
| 7                  | 101204-0717    | \$5,017.50     |                | 15            | 89                  | 9237      | 36341      | 8/24/2017     |
| 8                  | 101204-0817    | \$6,637.50     |                | 19            | 108                 |           |            |               |
| 9                  | 101204-0917    | \$888.75       |                | 4             | 112                 | 9683      | 37444      | 11/3/2017     |
| 10                 | 101204-1117    | \$326.25       |                | 1             | 113                 | 9913      | 38126      | 1/8/2018      |
| 11                 | 101204-1018    | \$5,943.75     |                | 16            | 129                 | 10120     | 38603      | 2/21/2018     |
| 12                 | 101204-1017    | \$5,546.25     |                | 17            | 146                 | 9970      | 38297      | 12/15/2017    |
| 13                 | 101204-0218    | \$5,186.25     |                | 15            | 161                 | 10348     | 39130      | 4/11/2018     |
| 14                 | 101204-1217    | \$765.00       |                | 3             | 164                 | 10352     | 39132      | 4/11/2018     |
| 15                 | 101204-0318    | \$6,671.25     |                | 21            | 185                 | 10393     | 39225      | 4/23/2018     |
| 16                 | 101204-0418    | \$5,692.50     |                | 19            | 204                 |           |            |               |
| 17                 | 101204-0518    | \$5,670.00     |                | 18            | 222                 |           |            |               |
| 18                 |                |                |                |               | 222                 |           |            |               |
| 19                 |                |                |                |               | 222                 |           |            |               |
| 20                 |                |                |                |               | 222                 |           |            |               |