

ITB 21-105-002 – Blue Jay Road Water Main Ext A

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Qty	Unit	Unit Price	Total Price
1	16" PVC Water Main installed via Open-Cut	9,400	LF		
2	16" RJ PVC Water Main installed via Open-Cut	1,100	LF		
3	16" FPVC Water Main installed via Horizontal Directional Drill	1,500	LF		
4	16" FPVC Water Main installed in Steel Casing	195	LF		
5	24" Steel Casing installed via Jack and Bore	195	LF		
6	24" Steel Casing installed via Open Cut	60	LF		
7	Connection to existing 16" Water Main at Blanford Elementary School via 16" RJ Tee, 16" RJ Sleeve and 16" Gate Valve w/box and marker	1	EA		
8	Connection to existing 12" Water Main on Blue Jay Road via 12" RJ Sleeve, 16" x 12" RJ Reducer and 12" Valve w/box and marker	1	EA		
9	16" 45° RJ Bend	11	EA		
10	16" 22.5° RJ Bend	4	EA		
11	16" 11.25° RJ Bend	4	EA		
12	16" Gate Valve in Manhole	6	EA		

ITB 21-105-002 – Blue Jay Road Water Main Ext A

13	16" Gate Valve with Box	2	EA		
14	2" Air Release Valve in Pedestal	3	EA		
15	Fire Hydrant Assembly	13	EA		
16	Permanent Sampling Station	4	EA		
17	Remove and Replace Concrete Driveway	22	SY		
18	Remove and Replace Asphalt Driveway	78	SY		
19	Remove and Replace Gravel Driveway	92	SY		
20	Grassing, Fertilization and Mulching	22,000	SY		
21	Construction Entrance/Exit	1	EA		
22	Single Row Silt Fence (SD1-NS)	10,000	LF		
23	Double Row Silt Fence (SD1-S)	1,000	LF		
24	Traffic Control	1	LS		
25	Allowance for RR Protection Services and Flagman Charges	1	LS	\$30,000.00	\$30,000.00
26	Grading, spreading/disposal of excess excavated material, remove and replace signs, remove and replace monuments, tree protection, mobilization/de-mobilization, clean-up, insurance, bonds and other miscellaneous items not specifically listed but necessary for a complete job.	1	LS		
Total Bid					

SECTION 02750

CONTRACTOR QUALIFICATION

PART 1 - GENERAL

1.1 SUMMARY:

The water main is required to be installed by a contractor with experience in similar work. The contractor shall have the following minimal qualifications in order to submit a bid proposal for this project:

- A. The Contractor must have a minimum of five (5) years of experience in water main construction and possess the applicable license in the State of Georgia to perform the work required.
- B. The Contractor must provide documentation of the following project experience in the last five (5) years:
 - Three (3) water main installations performed by the bidding contractor of greater than or equal to 1,000 LF and 8" diameter.

PART 2 – QUALIFICATION

2.1 GENERAL INFORMATION:

A. Contractor Name: _____

Address: _____

City/State/Zip: _____

B. Number of Years your firm has been in the business: _____

C. Equipment proposed for this project:

2.2 PROJECT EXPERIENCE:

A. List and describe in detail three (3) water main installations of greater than 1,000 LF and 8" in diameter or larger.

1. Project Name: _____
Project Description: _____
Project Date and Location: _____
Project Owner: _____
Reference Contact and Telephone: _____
Original contract price: _____
Final cost: _____
Original contract time: _____
Actual completion time: _____
Additional comments: _____

2. Project Name: _____
Project Description: _____
Project Date and Location: _____
Project Owner: _____
Reference Contact and Telephone: _____
Original contract price: _____
Final cost: _____
Original contract time: _____
Actual completion time: _____
Additional comments: _____

3. Project Name: _____
Project Description: _____
Project Date and Location: _____
Project Owner: _____

Reference Contact and Telephone: _____

Original contract price: _____

Final cost: _____

Original contract time: _____

Actual completion time: _____

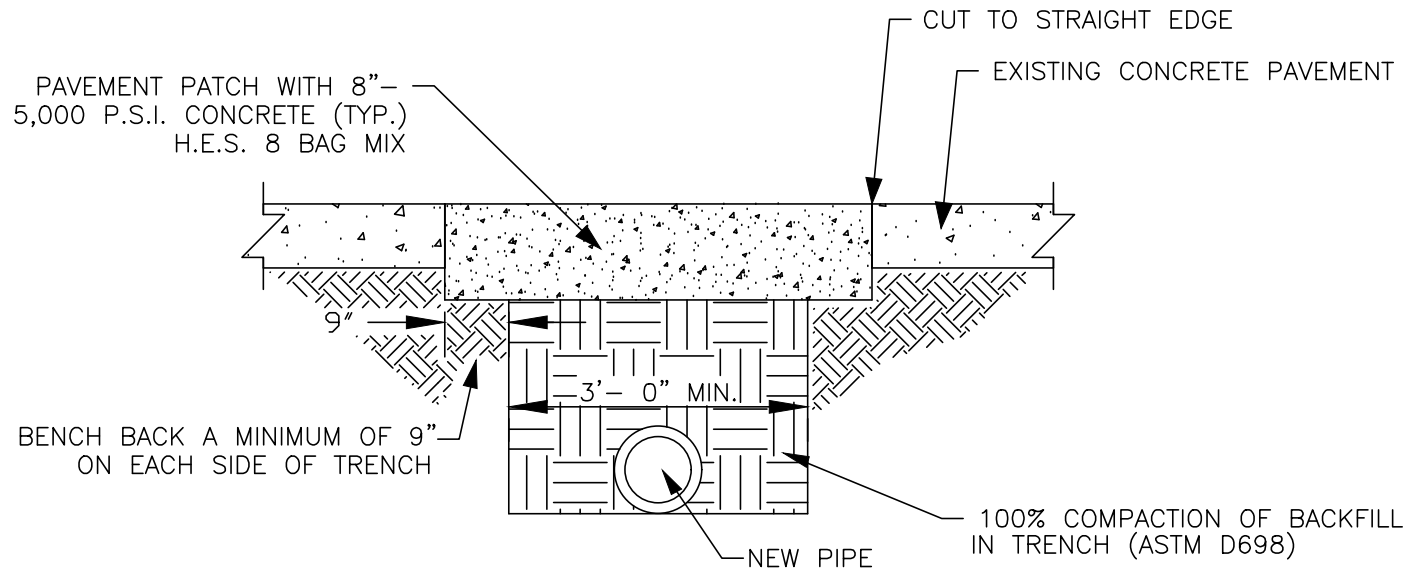
Additional comments: _____

Signature: _____

Title: _____

Company: _____

Date: _____



NOTES:

1. COMPACT BASE AND SUB-BASE TO 100% STANDARD (ASTM D698).
2. CONCRETE IN THE ROW TO BE 5000PSI AND REINFORCED WITH FIBERMESH OR STEEL.
3. ALL LATERAL STREET CUTS MUST BE COVERED WITH STEEL PLATES OF SUFFICIENT THICKNESS TO SPAN THE CUT WITHOUT NOTICABLE DEFLECTION. PLATES TO REMAIN IN PLACE UNTIL THE CONCRETE HAS GAINED SUFFICIENT STRENGTH TO WITHSTAND TRAFFIC LOADS (24 HOUR MINIMUM).
4. ALL STREET PATCHES TO BE SQUARE OR RECTANGULAR WITH STRAIGHT, SAW CUT EDGES.

TYPICAL CONCRETE DRIVEWAY REPLACEMENT

NOT TO SCALE

HUSSEY GAY BELL

Established 1958

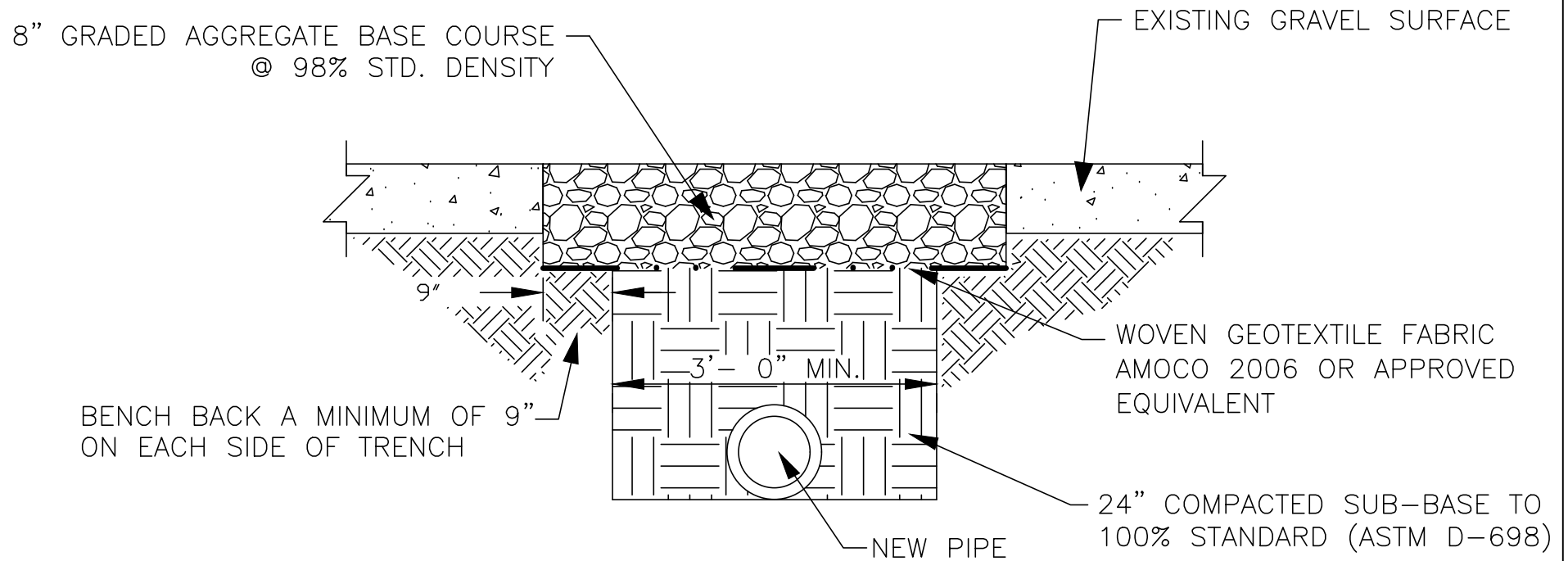
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

BLUE JAY ROAD WM EXT A
EFFINGHAM COUNTY
STANDARD DETAIL

REVISIONS:

SHEET:

01 OF 03



ALL-WEATHER GRAVEL DRIVEWAY REPLACEMENT

NOT TO SCALE

HUSSEY GAY BELL

Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

**BLUE JAY ROAD WM EXT A
EFFINGHAM COUNTY
STANDARD DETAIL**

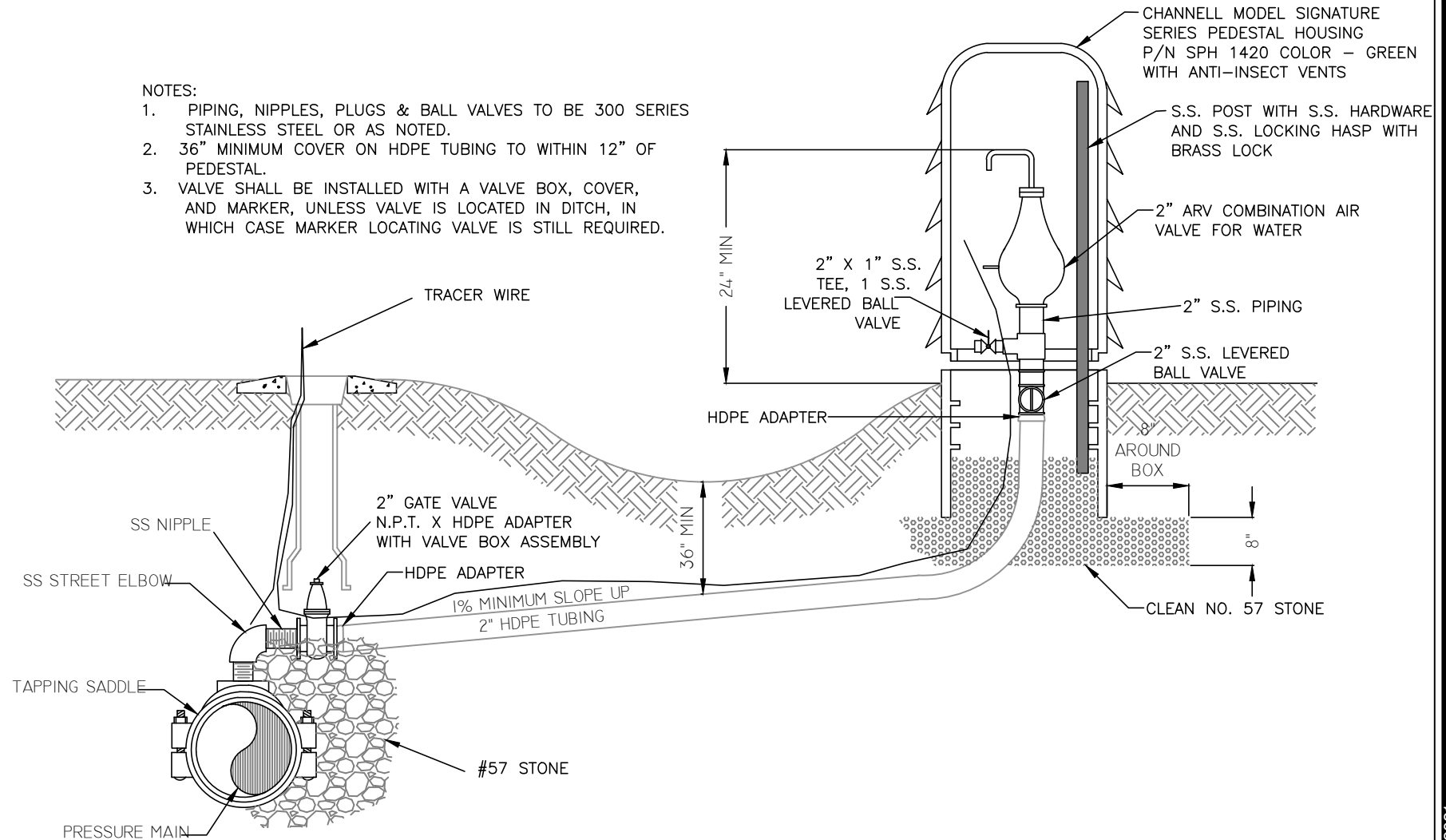
REVISIONS:

SHEET:

02 OF 03

NOTES:

1. PIPING, NIPPLES, PLUGS & BALL VALVES TO BE 300 SERIES STAINLESS STEEL OR AS NOTED.
2. 36" MINIMUM COVER ON HDPE TUBING TO WITHIN 12" OF PEDESTAL.
3. VALVE SHALL BE INSTALLED WITH A VALVE BOX, COVER, AND MARKER, UNLESS VALVE IS LOCATED IN DITCH, IN WHICH CASE MARKER LOCATING VALVE IS STILL REQUIRED.

**WATER AIR RELEASE PEDESTAL ASSEMBLY**

NOT TO SCALE

HUSSEY GAY BELL*Established 1958*

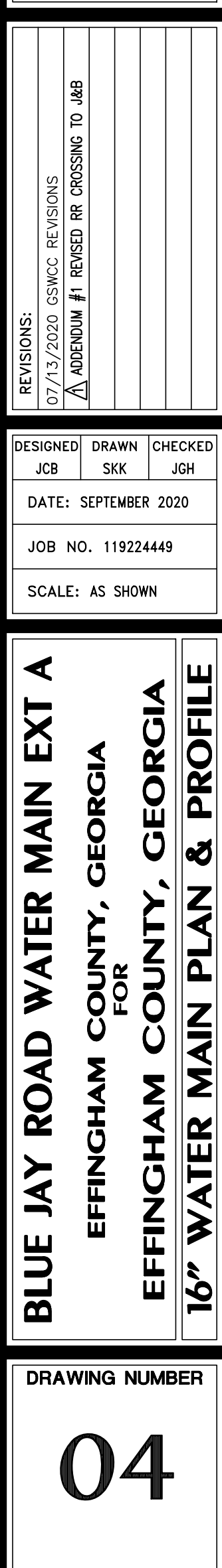
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626

BLUE JAY ROAD WM EXT A
EFFINGHAM COUNTY
STANDARD DETAIL

REVISIONS:

SHEET:

03 OF 03





October 6, 2020

Charles George
Effingham County
601 N Laurel Street Springfield, Georgia 31329
Georgia, 31329

RE: Proposed underground transverse crossing of a 16-inch PVC potable water pipeline. Encased in a 24-inch steel pipe.

**Georgia Division, at Mile Post SA-17.71
Rincon, Effingham County, Georgia
Latitude / Longitude: 32.27838000/ -81.26328000
NS Activity No. 1286530**

Dear Charles George:

RailPros, as consultant for Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of **\$20,300.00** within the Application System;
2. **A Certificate of Insurance** as required in the agreement, is to be submitted within the Application System.
3. **A separate Railroad Protective Liability Insurance policy**, as required in the agreement, with Railway as the named insured, and the Activity ID referenced in the description, submitted within the Application System; OR
4. The submission of the Risk Management Fee of **\$1,900.00** adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested.

NOTE: No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services for the project, such as *flagging protection, construction monitoring, and post-construction inspection services*. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within sixty (60) days from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me at mitch.bruckner@railpros.com.

Sincerely,

Mitch Bruckner

Mitch Bruckner
Real Estate Specialist

11819 Miracle Hills Dr., Ste 102
Omaha, NE 68154

P: (402) 965-0539 **F:** (866) 762 - 7619

www.railpros.com

THIS AGREEMENT, dated October 6, 2020, is made and entered into by and between

CENTRAL OF GEORGIA RAILROAD COMPANY, a Georgia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

EFFINGHAM COUNTY, GEORGIA, a Georgia Government Entity, whose mailing address is 601 N Laurel Street Springfield, Georgia 31329, (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee proposes to install, maintain, operate and remove an underground transverse crossing 16-inch PVC potable water pipeline, encased in a 24-inch steel pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost SA-17.71, Central Junction-Ardmor Line
- Latitude 32.27838000, Longitude -81.26328000
- Rincon, Effingham County, Georgia,

the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibit "A" last revised August 9, 2020, and Exhibit "B", last revised August 18, 2020, attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable license fee in the amount of TWENTY TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$22,200.00) (hereinafter called the "Fee") to cover rent for a twenty-year term commencing on the Effective Date of this Agreement and a one-time the Risk Financing Fee (as hereinafter defined) in the amount of \$1,900.00, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Term. This license shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.

2. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as

suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during the installation, maintenance, repair, renewal or removal of the Facilities. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's

judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of protection and construction monitoring or inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

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

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,900 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

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

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

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

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent

company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities or one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

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

If to Licensee:

Effingham County
601 N Laurel Street
Springfield, Georgia 31329

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

25. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

CENTRAL OF GEORGIA RAILROAD COMPANY

As to Railway

By: _____
Real Estate Manager

Witness:

EFFINGHAM COUNTY, GEORGIA

As to Licensee

By: _____
Title: _____

Activity Number 1286530
MEB 10/05/2020

EXHIBIT A: Blue Jay Road WM Ext AND EXHIBIT B: CROSSING OVER EXHIBIT A.dwg

COPYRIGHT © 2020

ALL RIGHTS RESERVED

Drawings MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION

Aug 18, 2020 - 2:24pm

Printed By: chris

DocuSign Envelope ID: 6EC0D913-6571-4658-B077-D948E7870358

- NOTES:
1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS
 2. PIPELINE AND CROSSING TO BE INSTALLED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CARRYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES
 3. TRACK MONITORING WILL BE REQUIRED FOR PROPOSED INSTALLATION.
 4. BLASTING NOT PERMITTED

WATER MAIN PLAN VIEW

SCALE: 1" = 30'-0"

HUSSEY GAY BELL

Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31404 / 770.324.4428
SAVANNAH • ATLANTA • CHARLESTON • COLUMBIA
www.husseygaybell.com



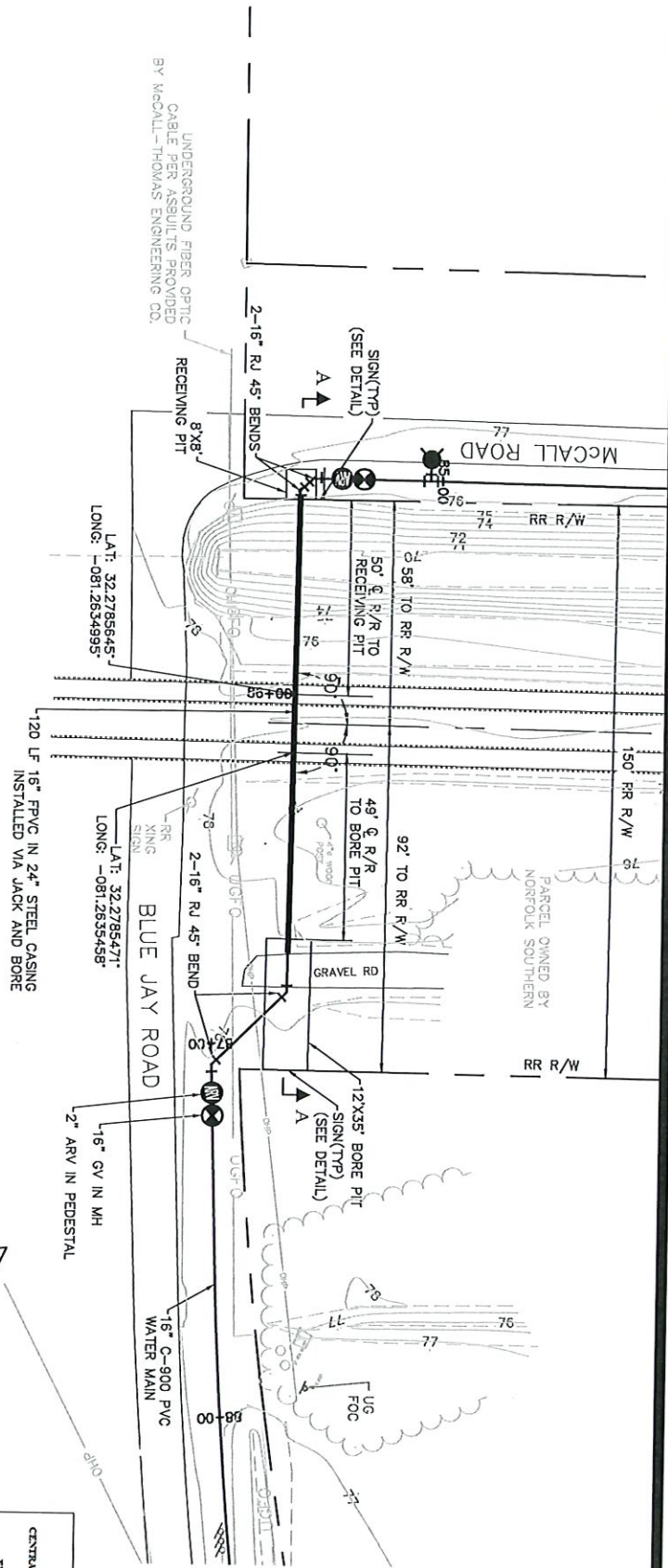
BENCHMARK
ELEV.=78.56
NAVD 88
SPIKE SET IN PP

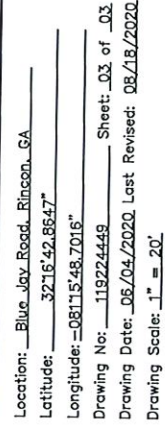
NORFOLK SOUTHERN
RAILROAD CROSSING
BLUE JAY ROAD WATER
MAIN EXTENSION A
16" WATER MAIN
EFFINGHAM COUNTY GEORGIA

Location: Blue Jay Road, Rincon, GA
Latitude: 32°16'42.8647"
Longitude: -081°15'48.7016"
Drawing No: 119224449 Sheet 02 of 03
Drawing Date: 08/04/2020 Last Revised: 08/05/2020
Drawing Scale: 1" = 30' Feet

EXHIBIT A

CENTRAL OF GEORGIA RAILROAD COMPANY
Attest: [Signature]
EFFINGHAM COUNTY, GEORGIA
Attest: [Signature]
City: Blount, County: Effingham, State: Georgia
Date: 12-21-2018, Long: -81-201800
This plan is to be performed in accordance with the Georgia Engineering Code of Ethics and the Georgia Engineering Code of Practice. It is the responsibility of the Engineer to ensure that the plan is in accordance with the Georgia Engineering Code of Ethics and the Georgia Engineering Code of Practice. BLASTING NOT PERMITTED





EFFINGHAMCOUNTY224449 Blue Jay Road WM Ext ALEXHIBITSOMNITRAX RR CROSSINGRR COVER.dwg
Copyright © 2021
Jan 22, 2021 - 10:08am
Plotted By: ghb@hbbell
DRAWINGS MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION
ALL RIGHTS RESERVED



LOCATION MAP
SCALE: 1" = 4000'



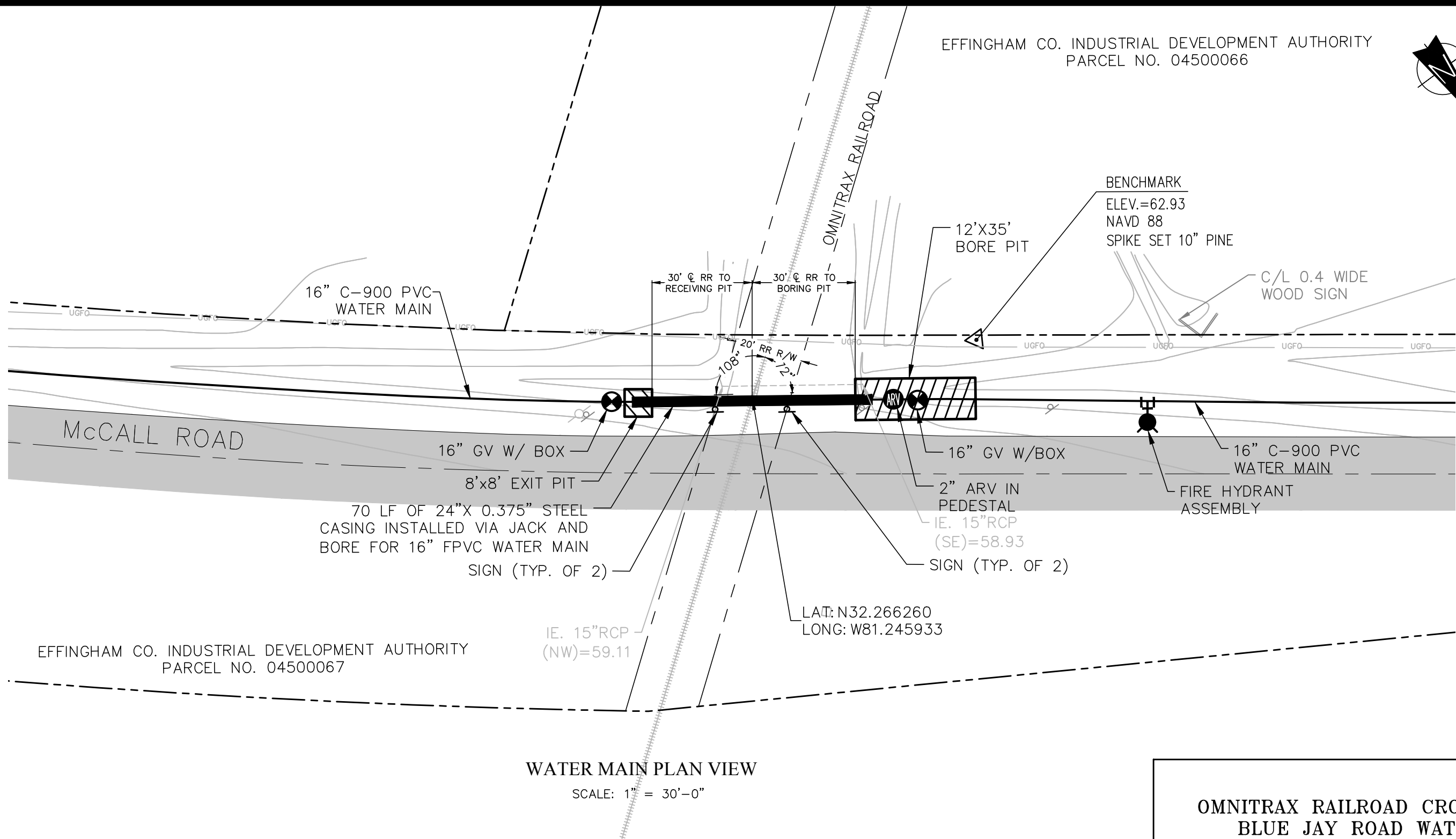
OMNITRAX RAILROAD CROSSING
BLUE JAY ROAD WATER
MAIN EXTENSION A
EFFINGHAM COUNTY GEORGIA

HUSSEY GAY BELL
Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626
SAVANNAH • ATLANTA • CHARLESTON • COLUMBIA
www.husseygaybell.com

Location: McCall Road, Effingham, GA
Latitude: 32°15'58.5360"
Longitude: -081°14'45.3588"
Drawing No: 119224449 Sheet: 01 of 03
Drawing Date: 01/21/2021 Last Revised:
Drawing Scale: 1 Inches = 4000 Feet

EFFINGHAM CO. INDUSTRIAL DEVELOPMENT AUTHORITY
PARCEL NO. 04500066
DRAWINGS MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION
Copyright © 2021
ALL RIGHTS RESERVED
Printed By: ghbell
Jan 22, 2021 - 10:01am



WATER MAIN PLAN VIEW
SCALE: 1" = 30'-0"

- NOTES:
1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF OMNITRAX RAILWAY SPECIFICATIONS.
 2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
 3. TRACK MONITORING WILL BE REQUIRED FOR PROPOSED INSTALLATION.
 4. BLASTING NOT PERMITTED.

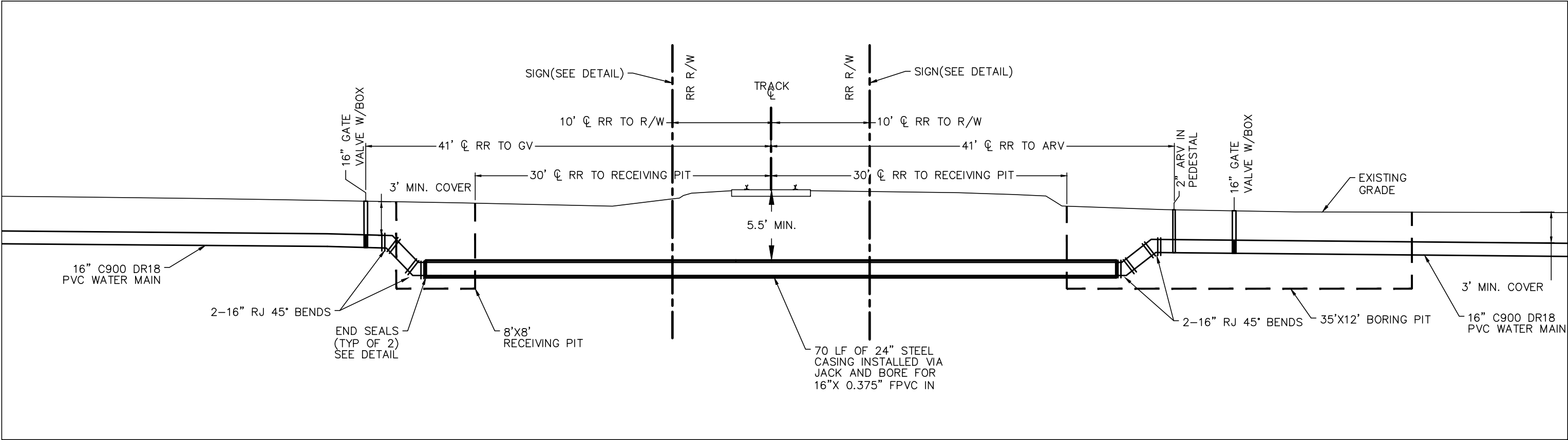
HUSSEY GAY BELL
Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626
SAVANNAH • ATLANTA • CHARLESTON • COLUMBIA
www.husseygaybell.com

OMNITRAX RAILROAD CROSSING
BLUE JAY ROAD WATER
MAIN EXTENSION A
EFFINGHAM COUNTY GEORGIA

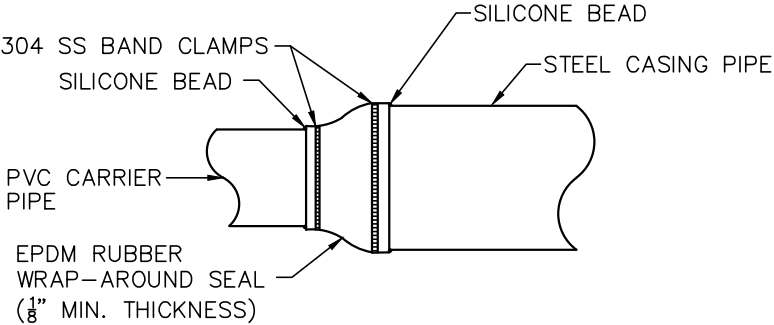
Location: McCall Road, Effingham, GA
Latitude: 32°15'58.5360"
Longitude: -081°14'45.3588"
Drawing No: 119224449 Sheet: 02 of 03
Drawing Date: 01/21/2021 Last Revised:
Drawing Scale: 1 Inches = 30 Feet

Jan 22, 2021 - 10:07am
DRAWINGS MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION
ALL RIGHTS RESERVED
COPYRIGHT © 2021
Effingham County 19224449 Blue Jay Road WM Ext ALEXIBITS/OMNITRAX RR CROSSING/RR EXHIBIT.dwg



WATER MAIN PROFILE

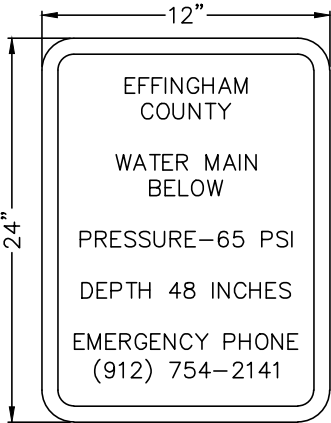
1" = 10'



END SEAL DETAIL
NOT TO SCALE

- NOTES:
- CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF OMNITRAX RAILWAY SPECIFICATIONS.
 - PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
 - TRACK MONITORING WILL BE REQUIRED FOR PROPOSED INSTALLATION.
 - BLASTING NOT PERMITTED.
 - CARRIER PIPE SHALL BE INSTALLED IN STEEL CASING WITH CASING SPACERS PLACED ON 6' CENTERS MAXIMUM.

PIPELINE CONTENT DETAILS		
Commodity Description:	POTABLE WATER	
Maximum Operating Pressure:	65 PSI	
Is Commodity Flammable:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CARRIER/CASING MATERIAL		
	Carrier Pipe	Casing Pipe
Pipe Material:	PVC	STEEL
Material Specifications & Grade:	C-900 DR18	CARBON STEEL
Specified Minimum Yield Strength:	7,000 PSI	35,000 PSI
Normal Size Outside Diameter (Inches):	17.40	24
Wall Thickness Inches:	0.967"	0.375"
Type of Seam:	NONE	STRAIGHT
Type of Joints:	RESTRAINED	WELDED
Tunnel Linear Plates Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Cathodic Protection:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type: _____	
Protective Coating:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Type: <u>BITUMASTIC</u>	
Temp Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Must Describe & Show on Dwg	



SIGN DETAIL
SCALE: 1" = 1'-0"

HUSSEY GAY BELL
Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626
SAVANNAH • ATLANTA • CHARLESTON • COLUMBIA
www.husseygaybell.com

OMNITRAX RAILROAD CROSSING
BLUE JAY ROAD WATER
MAIN EXTENSION A
EFFINGHAM COUNTY, GEORGIA

Location: McCall Road, Effingham, GA
Latitude: 32°15'58.5360"
Longitude: -081°14'45.3588"
Drawing No: 119224449 Sheet: 03 of 03
Drawing Date: 01/21/2021 Last Revised:
Drawing Scale: 1 Inches = 10 Feet