

Agreement No: 1289

State Proj : 19S001-S2-003



Federal Proj : HSIP-1(456)

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## RAILROAD AGREEMENT

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THIS AGREEMENT is made and entered into by, and between the **State of Tennessee** acting through its Department of Transportation (hereinafter referred to as "TDOT"), **CSX Transportation, Inc.** (hereinafter referred to as the "Railroad"), and **Metropolitan Nashville Davidson County** (hereinafter referred to as "The County").

### WITNESSETH:

WHEREAS, TDOT plans to undertake Project Pin Number: 131263.00 described as **Resurfacing from West of Harpeth Valley Road to East of Hillwood Boulevard** at Mile Post 00N 0007.280 (DOT#: 348029M), Mile Post 00N 0006.850 (DOT#: 348028F) and Mile Post 00N 0005.950 (DOT#: 348027Y) near **Nashville** in **Davidson** County, Tennessee (hereinafter referred to as the "Highway Project"); and

WHEREAS, TDOT agrees to cooperate with the Railroad and the County in constructing the Highway Project; and,

WHEREAS, the County agrees to cooperate with the Railroad and TDOT in constructing the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project; and

WHEREAS, the Railroad agrees to cooperate with TDOT and the County in the construction and maintenance of the Highway Project; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Highway Project under 23 CFR, Subparts 140I and 646B, which are incorporated herein by reference; and

WHEREAS, for the Highway Project, in accordance with the preliminary engineering authorization fully executed by the parties on **February 4, 2021**, the Railroad has reviewed TDOT's Highway Project plans and prepared Railroad plans, specifications, and estimate of costs of equipment, material, and labor as required for the Railroad to accommodate construction of the Highway Project (hereinafter referred to as the "Railroad Engineering Services"); and

WHEREAS, the Railroad will be required to perform flagging and inspection services and other work to accommodate construction of the Highway Project in accordance with the Railroad's plans, specifications, and estimate of costs of equipment, material, and labor as approved by TDOT (hereinafter referred to as "Railroad Construction Phase Services"); and

WHEREAS, the Railroad Engineering Services and the Railroad Construction Phase Services shall hereinafter collectively be referred to as the "Railroad Services"; and

WHEREAS, for the Railroad Services, the Railroad has provided its estimate of costs, hereinafter referred to as the Force Account Estimate ("FAE"), dated **June 11, 2021**, which estimate is in the amount of **\$43,437.00**;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Highway Project under the following terms and conditions:

1. The Railroad shall perform the Railroad Services provided for in this Agreement as provided in 23 CFR, Subpart 646B.
2. TDOT has approved the FAE dated **June 11, 2021**, which is attached hereto as **Exhibit A** and incorporated herein by reference and which separately lists the Railroad's estimated costs for Railroad Engineering Services and for Railroad Construction Phase Services. The Railroad's estimated costs for Railroad Engineering Services shown in the FAE include those costs incurred from and after the preliminary engineering authorization fully executed by the parties on **February 4, 2021**.
3. TDOT agrees to undertake the Highway Project in accordance with:
  - (a) Any required Special Provisions for Protection of Railway Interest (hereinafter referred to as the "Special Provisions") approved by the parties, which shall be attached hereto and incorporated herein as the next numbered Exhibit if applicable; and
  - (b) TDOT's plans for the above-referenced Highway Project (hereinafter referred to as the "Highway Plans") have been approved by the Railroad dated **June 1, 2021**. The approved Highway Plans may be subsequently supplemented or modified by TDOT, in which event they will be reviewed and approved by Railroad under the process described in subsection 3(c) or subsection 3(d).
  - (c) Should TDOT revise the approved Highway Plans in the ordinary course of business after the approval date indicated in subsection 3(b), TDOT agrees to forward such revised Highway Plans to the appropriate engineering officer of Railroad by email, by mail, or by reputable overnight courier service. Railroad agrees to notify TDOT by email, by mail, or by reputable overnight courier service within sixty (60) days after Railroad's receipt of the revised Highway Plans if Railroad has any objections to these plans or if Railroad approves the revised Highway Plans. In order to prevent delay of the Highway Project, the Railroad agrees to use its reasonable best efforts to review and approve any revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of any revised Highway Plans.

- (d) If unforeseen events or unexpected conditions indicate an emergency need to revise the Highway Plans, TDOT agrees to forward such revised Highway Plans to the appropriate engineering office of Railroad by email, by mail, or by reputable overnight courier service. The Railroad agrees to use its reasonable best efforts to review and approve, or identify its objections to such revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such revised Highway Plans.
  - (e) Railroad agrees that construction of the Highway Project in accordance with Highway Plans approved by the Railroad, including any approved revisions, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.
4. (a) The Railroad agrees to perform the Railroad Services in accordance with its estimate of cost, plans and specifications, as approved by TDOT, which shall be incorporated into this Agreement as described herein, and as otherwise contemplated by this Agreement.
- (b) Any change in the Railroad's approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Railroad to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.
5. The Railroad shall be reimbursed for its actual eligible costs up to the amounts listed in the FAE for Railroad Engineering Services and for Railroad Construction Phase Services. In the event that the parties agree that proposed Railroad costs above the amount(s) shown in the approved FAE are justified, the parties shall execute a supplement to this Agreement to incorporate a revised FAE. Upon full execution of such supplement, the Railroad then may incur additional costs in accordance with the FAE. In no event shall Railroad be eligible for reimbursement of ineligible costs or of costs not actually incurred.
6. (a) The Railroad agrees that it will perform the Railroad Construction Phase Services by one of the following methods (mark the appropriate space and describe as required):
- By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
  - By contract awarded to the lowest qualified bidder based on appropriate solicitation
  - By use of an existing continuing contract (provided that the costs are reasonable)
  - By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as described below:
    - By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
    - By use of an existing continuing contract (provided that the costs are reasonable)

- (b) Whenever the Railroad elects to perform the Railroad Construction Phase Services by award of a contract, it shall submit the same to TDOT for prior approval, which approval shall not be unreasonably withheld. TDOT may not be required to reimburse the Railroad for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Construction Phase Services to anyone other than TDOT. The Railroad hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Construction Phase Services to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Construction Phase Services if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Construction Phase Services for this Highway Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
- (e) The Railroad must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Construction Phase Services, which approval shall not be unreasonably withheld. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Construction Phase Services.
- (f) The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron –shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. TDOT agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph.

7. TDOT or its contractor shall notify the Railroad in writing at least ten (10) days in advance of beginning construction of the Highway Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.
8. TDOT shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Highway Project covered by the Agreement. In addition, TDOT shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart 646A, and as may be further specified in the Special Provisions:
  - (a) Contractor's public liability and property damage insurance, and
  - (b) Railroad's protective public liability and property damage liability insurance, and
  - (c) Workmen's compensation and employer's liability insurance.
9. The Railroad shall have the right during construction to inspect the Highway Project for inconsistencies with the Highway Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies.
10. The Railroad, to the extent that its present rights, titles, and interest permit or enable it to do so and without warranty, hereby acknowledges and agrees that TDOT shall be allowed to construct the Highway Project in accordance with the Highway Plans approved by Railroad in the manner outlined in Section 3 and the said Special Provisions described in Section 3(a) of this Agreement, and that the County shall be allowed to maintain the completed Highway Project, subject to the following conditions:
  - i. As shown on the Highway Plans, access to the crossing area is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Highway Project construction. As shown on the Highway Plans, the crossing area is needed to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15') outside the edge of pavement, subject to such requirements to protect the Railroad's rail operations and maintenance as the Railroad and the County shall reasonably agree.
  - ii. The Railroad shall continue to own all right, title and interest in its rail operation facilities. Railroad shall also reserve all rights in the facilities or properties that Railroad owns or possesses at any time prior the commencement of the Highway Project including without limitation advertising signboards and communication facilities.
  - iii. The Railroad agrees to notify the County before undertaking any maintenance work within the crossing area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to the County for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within fifteen feet (15') of the edge of pavement.

The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with the County.

- iv. The County agrees to notify the Railroad before undertaking any inspection or maintenance work within the crossing area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The County shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The County shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of the County's work.
- v. Should the entity besides Railroad become the operator over the subject crossing(s), Property Owner agrees that these same maintenance provisions shall continue to apply.

11. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):

- (a) Verification. Railroad and all lower-tier participants must verify that the person with whom the Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at <http://epls.aret.gov> or <http://www.epls.gov>, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant. The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as **Exhibit C**.
- (b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.

12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, TDOT agrees to reimburse the Railroad for the cost of the Railroad Services as follows:

- (a) TDOT shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Highway Project whether it is or is not a federal aid-project.
- (b) The Railroad shall develop and record Railroad Services costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by TDOT.
- (c) The Railroad shall submit all requests for payment by invoice, in form and substance acceptable to TDOT and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
- (d) The Railroad may submit invoices for interim payments during the progress of the Railroad Services; provided, however, that such interim payments for Railroad Construction Phase Services may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Construction Phase Services, and any remaining reimbursable Railroad Construction Phase Services costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (e) TDOT shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by TDOT.
- (f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year following the completion of the Railroad Services in their entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as TDOT and the Railroad may have agreed otherwise in writing before the end of that year.
- (g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice

TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

13. TDOT shall have the right to inspect the Railroad Construction Phase Services and to confirm the financial information made available by the Railroad to TDOT in support of the Railroad's invoiced amounts. Any costs billed by the Railroad that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
16. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Railroad. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Railroad shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
17. TDOT shall have no liability except as specifically provided in this Agreement.
18. This Agreement may be modified only by a written amendment executed by the parties hereto.
19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
20. The Railroad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification



protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.
22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
25. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, TDOT shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by TDOT in connection with the Highway Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad services or otherwise.
26. TDOT and the Railroad each acknowledges that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.
27. TDOT and the Railroad agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: Jay Lanius, State Railroad Coordinator  
Suite 600, James K. Polk Building

505 Deaderick Street  
Nashville, Tennessee 37243-0329  
Facsimile Number: (615) 253-1106

With a copy if requested by TDOT to:  
Mr. John H. Reinbold, Office of General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0326  
Facsimile Number: (615) 532-5988

To the Railroad:  
Todd Allton, Public Projects  
CSX Transportation, Inc.  
1590 Marietta Boulevard N.W.  
Atlanta, Georgia 30318

With a copy if requested by Railroad to:  
Amy Henry  
Crouch Engineering  
2005 W US 27  
P.O. Box 3673  
Clewiston, Florida 33440

To the County:  
John Cooper, Mayor  
Metropolitan Nashville Davidson County  
1 Public Square, Suite 100  
Nashville, Tennessee 37201

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_  
Joseph Galbato, III, Interim Commissioner

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

APPROVED AS TO FORM:

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

CSX TRANSPORTATION, INC.:

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

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

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

APPROVED AS TO FORM:

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

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

METROPOLITAN NASHVILLE DAVIDSON COUNTY:

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

TITLE: Mayor

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

APPROVED AS TO FORM:

BY: Tara M. Ladd

TITLE: Assistant Metropolitan Attorney

# EXHIBIT A

ACCT. CODE : 709 - TBD

Form Revision  
09/29/20

|  |                          |   |
|--|--------------------------|---|
| <b>ESTIMATE SUBJECT TO REVISION AFTER:</b>   | 6/2/2022                 | 348029M,<br>348028F,<br>DOT NO.: 34027Y |
| <b>CITY:</b> Nashville   | <b>COUNTY:</b> Davidson  | <b>STATE:</b> TN                        |
| <b>DESCRIPTION:</b> Nashville, Davidson County, TN - Proposed SR-1, Davidson Road, Post Road, & Bristol Hwy, Resurfacing and Safety at Grade CSXT; DOT(s) 348029M, 348028F, & 348027Y Nashville Zone, Bruceton Subdivision, Mile Post # 00N 0005.950, 00N 0006.850, 00N 0007.280 |                          |   |
| <b>ZONE:</b> Nashville   | <b>SUB-DIV:</b> Bruceton | 00N 0037.510,<br>00N 0006.850,          |
| <b>AGENCY PROJECT NUMBER:</b>  | <b>PIN#</b> 131263.00    | <b>MILE POST:</b> 00N 0007.280          |

**PRELIMINARY ENGINEERING:**

|                 |  |    |                  |
|-----------------|--|----|------------------|
| 212             | Contracted & Administrative Engineering Services - Crouch Engineering            | \$ | 9,900            |
| 212             | Contracted & Administrative Engineering Services - CSXT Real Estate Research Fee | \$ | 8,500            |
| 212             | Contracted & Administrative Engineering Services - CSXT                          | \$ | 2,500            |
| <b>Subtotal</b> |  |    | <b>\$ 20,900</b> |

**CONSTRUCTION ENGINEERING/INSPECTION:**

|                 |   |    |                  |
|-----------------|---|----|------------------|
| 212             | Contracted & Administrative Engineering Services - Crouch Engineering | \$ | 10,300           |
| 212             | Contracted & Administrative Engineering Services - CSXT               | \$ | 2,500            |
| <b>Subtotal</b> |   |    | <b>\$ 12,800</b> |

**FLAGGING SERVICE: (Contract Labor)**

|                 |                           |                                     |        |           |                 |
|-----------------|---------------------------|-------------------------------------|--------|-----------|-----------------|
| 70              | Labor (Conductor-Flagman) | 0                                   | Days @ | \$ 350.00 | \$ -            |
| 50              | Labor (Foreman/Inspector) | 6                                   | Days @ | \$ 504.00 | \$ 3,024        |
| 70              | Additive                  | 187.00% (Transportation Department) |        |           | \$ -            |
| 50              | Additive                  | 222.00% (Engineering Department)    |        |           | \$ 6,713        |
| <b>Subtotal</b> |                           |                                     |        |           | <b>\$ 9,737</b> |

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL:**

**\$ 43,437.28**

900 **CONTINGENCIES:** 0.00%

\$ -

**PROJECT TOTAL:**

\*\*\*\*\*  
\$ 43,437.28

**CURRENT AUTHORIZED BUDGET:**

\*\*\*\*\*  
\$ -

**TOTAL SUPPLEMENT REQUESTED:**

\*\*\*\*\*  
**\$ 43,437.28**

**DIVISION OF COST:**

|          |         |    |        |
|----------|---------|----|--------|
| Agency   | 100.00% | \$ | 43,437 |
| Railroad | 0.00%   | \$ | -      |

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Todd Allton - Project Manager II, Public Projects, CSX Transportation, Atlanta, GA

Estimate prepared by: M Moawad, Crouch Engineering

Approved by: CTA

CSXT Public Project Group

DATE: 06/02/21

REVISED:

DATE: 06/07/21

APPROVED

By Chris Johnston at 2:01 pm, Jun 11, 2021

Chris Johnston

# EXHIBIT B

**STATE**

**OF**

**TENNESSEE**

SPECIAL PROVISIONS RELATIVE TO PROTECTION OF RAILROAD PROPERTY, RAILROAD FLAGGING, AND INSURANCE REQUIREMENTS

**Project Information:** PIN 131263.00; Resurfacing – Resurfacing; State Route 1; From west of Harpeth Valley Road to east of Woodmont Blvd; Underpass; CSXT Railroad Crossing (DOT#: 348029M); At-Grade; CSXT Railroad Crossing (DOT# 348028F & 348027Y); Fed. Proj. No.(s): HSIP-1(456); in Region 3; CSXT OP#: (TN0769).

**Tennessee Project Number(s):** Prelim. Eng. Design 98034-4299-04  
Construction 19S001-F3-002  
Resurfacing 19S001-S8-002

**County:** Davidson

**Railroad Company:** CSX Transportation, Inc. (CSXT)  
P.O. Box 45052  
Jacksonville, FL 32232-5052

**AUTHORITY OF CSXT ENGINEER:**

The authorized representative of the railroad, hereinafter referred to as CSXT Engineer, shall have final authority in all questions affecting his railroad operations, and the contractor must be governed accordingly.

All engineering correspondence, scheduling of work, and request for pre-construction representation shall be addressed to the CSX Transportation, Inc. **Project Manager contact (See sheet number 7 for name and address).**

**PRECONSTRUCTION MEETING:**

A preconstruction meeting will be scheduled by Department personnel prior to the Department’s contractor starting work. The Department shall notify CSXT when the preconstruction meeting is scheduled so that a CSXT representative may attend. The Department will document the notification requesting CSXT attendance in the project file.

**CSXT SCHEDULE I**

The Department’s contractor shall execute a CSXT Schedule I agreement prior to starting work.

**INTERFERENCE WITH RAILROAD OPERATIONS:**

The Department or its contractor shall so arrange and conduct their work that there will be no interference with railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the railroad, or to wires or other facilities of the tenants on the rights-of-way of the railroad.

The use of any scaffolding or other temporary framework that effects horizontal or vertical clearance must first be approved by the railroad CSXT Engineer and in no case exceed the approved clearances.

If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, the Department or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of the Department or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

**DAMAGE TO RAILROAD PROPERTY:**

Should any damage occur to railroad property as a result of the contractor's unauthorized or negligent operations, and the railroad superintendent deems it necessary to repair such damage or perform any work for the protection of its property, the required materials, labor and equipment shall be furnished by the railroad and the contractor shall reimburse it for the costs incurred.

**TEMPORARY GRADE CROSSINGS:**

If the contractor desires access across railroad's right-of-way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the railroad may permit such contractor access across said right-of-way and tracks at such location as shall be mutually agreed upon by CSXT and contractor, provided contractor first executes a license agreement satisfactory to the railroad and agrees to bear all costs and liabilities related to such access, including reimburse the railroad for the flagmen expenses, cost of providing and removing any temporary grade crossing, and other costs which CSXT deems necessary for protection of its property and operations. Contractor shall at no time cross the railroad's right-of-way or tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established pursuant to this subsection.

**WATCHMEN:**

The railroad shall have the right to assign a watchman to the site of the project to perform inspection services for protection of its railroad operations, whenever, in the opinion of CSXT, such inspection may be necessary to prevent interference with railroad operations, such as but not necessarily limited to obstruction of track clearances and roadbed drainage, foreign substances on or adjacent to the rails and disturbance of surface and alignment of track, but such inspection shall not relieve the contractor from liability. The cost incurred by the railroad for furnishing a watchman to perform such inspection services will be reimbursed by TDOT.

**FLAGGING SERVICES:**

Any flagging service required, when in the opinion of CSXT that such service is necessary for the safety of its operations because of work being performed by the contractor or in connection therewith, will be provided by the railroad. The requirements of the railroad are as follows:

The services of two flagmen whenever the contractor's men or equipment are, or are liable to be, working within the specified track clearances, or over the tracks, or when work has disturbed the surface and alignment of any operated track to such extent that movement of trains should be controlled by flagging.

**The Department or contractor shall give a minimum of thirty (30) days advance notice to CSXT for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90 days to obtain this flagging service, and CSXT shall not be liable for the cost of delays attributable to obtaining this flagging service.**

The Department will reimburse the Railroad directly for all costs incurred for flagging services by railroad personnel. The Railroad has officially allotted **3** flagging days to the Contractor for the above-described project. In the event that flagging services are required in excess of the officially allotted days, the Department will reimburse the Railroad for the additional cost of flagging services and such costs deducted from monies due the Contractor. No adjustments will be made to costs of flagging services that are required in excess of the allotted days. These additional flagging costs assessed against the Contractor will be made under the following item:

105-03

Railroad Flagging (Deduct)

Dollar

The payment of flagging services will be based on invoices received from the Railroad. The Engineer shall sign the invoice in order to verify the flagging service performed by the Railroad.

Estimated flagging rate for this contract is **\$504.00** per day per flagman based on a twelve (12) hour workday.

Overtime rate over 16 hours = 2.0 x regular hourly rate over 16 hours.

Holiday rate = 1.5 x regular hourly rate up to 16 hours and = 2.0 x regular hourly rate over 16 hours.

In addition to the above rate there will be an additive of **222.0%** of direct labor for vacation, holiday, sickness, pension, administration, etc.

Minimum + hours per call out is eight (8) hours and notification to start or to terminate flagman must be given at least five (5) days in advance or else contractor might be billed for flagman whether he is working or not working.

The Contractor and Department will review and sign the Railroad flagman's time sheet attesting that the flagman was present during the time recorded. Flagmen may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad right-of-way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact CSX Transportation, Inc. **Flag Request Contact. (See sheet number 7 for name and address)**. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to CSX Transportation, Inc. **Project Manager contact (See sheet number 7 for name and address)**.

The Railroad flagman assigned to the project will be responsible for notifying the State Project Supervisor upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The State Project Supervisor will document such notification in the project records. When requested, the State Project Supervisor will also sign the flagman's diary showing daily time spent and activity at the project site.

Upon completion of all work within the Railroad right-of-way, the State Project Supervisor shall notify the Railroad for final inspection of this work. The Department shall give the Railroad **120** calendar days from the date of the on-site final inspection, in which the work is accepted by the Department and the Railroad, to submit all invoices for which flagging services are to be reimbursed. Department will not be liable for any payment of flagging charges received after **120** calendar days.

#### **USE OF EXPLOSIVES:**

Explosives shall not be used on or adjacent to any track or other railroad property without the prior written approval of CSXT, but such approval will not relieve the contractor from any liability. If the use of the explosives are permitted, the blasting shall be done with light charges under supervision **of a responsible employee of the Department or contractor. No blasting shall be done without the presence of an authorized representative of CSXT. At least ten (10) business days advance notice to either the CSXT Construction Manager contact or the CSXT Roadmaster is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.** Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations. **Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.** Blasting shall be discontinued immediately on notice from CSXT that it is too hazardous.

The Department or contractor must have at the Project Site adequate equipment, labor and materials, and allow sufficient time to (i) clean up (at the Department's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at the Department's expense) any track misalignment or other damage to CSXT's property resulting from blasting, as directed by CSXT Representative, without delay to trains. If Department's or Contractor's actions result in delay of any trains, including Amtrak passenger



trains, Department shall bear the entire cost thereof. In the event that the Contractor does not restore the Railroad's track and/or related train traffic facilities to their pre-blasting condition, and/or the Contractor's actions result in any delay of train traffic CSXT's costs to mitigate such damages and/or train traffic delays that are charged to the Department by CSXT shall be reimbursed to the Department from monies due the Contractor.

The Department or Contractor shall not store explosives on CSXT property.

**STORAGE OF MATERIALS:**

The contractor shall not store or pile materials or equipment on the right-of-way of the railroad without having first obtained permission from CSXT, and in no case shall they be stored closer than 13' 0" from the centerline on any railroad track measured at right angles thereto. Such permission will be with the understanding that the railroad will not be liable for any damage to such materials or equipment from any cause and that CSXT may move, or require the contractor to move, at the contractor's expense, such materials and equipment. **The contractor shall store materials so as to prevent trespassers from causing damage to trains or CSXT property.**

**CLEANING UP:**

The contractor will be required upon completion of the work, to remove from within the limits of the railroad's right-of-way, all machinery equipment, surplus materials, falsework, rubbish, debris, or temporary buildings of said contractor, and to leave the right-of-way in a neat condition, satisfactory to CSXT. The contractor will be required to provide the project engineer with a letter of release from CSXT before final acceptance of the project by the State.

**NOTICE OF STARTING WORK:**

The contractor shall notify the CSXT Engineer of the railroad in writing at least ten (10) business days in advance, when he expects to start work on railroad's right-of-way and **thirty (30)** days in advance of flagging services.

**COOPERATION AND DELAYS:**

The contractor shall cooperate with others participating in the construction project, to the end that all work may be carried on to the best advantage. No charge or claim of the contractor against either the State or the railroad will be allowed for hindrance or delay on account of railroad traffic or any work done by the railroad or others, incident to or necessary for safe operation or maintenance of railroad traffic, facilities, and property, or completion of the project, but due consideration of any such delay will be taken into account in counting the working days to be charged against the project.

During construction of the footings of piers or other supports or structures adjacent to any track of the railroad, the contractor shall make adequate provisions against sliding, shifting, sinking, or in any way disturbing the railroad embankment and track operations, by driving temporary sheeting, and/or providing temporary shoring in a manner satisfactory to the State Project Supervisor, the railroad Project Manager (**See sheet number 7 for name and address**) and the railroad Staff Engineer.

Before commencing work on any pier or structure adjacent to any track, the contractor shall submit prints of the proposed shoring and bracing details for the protection of the railroad company's track to the State Project Supervisor for his approval. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, soil descriptions, and other pertinent information.

After approval by the State Project Supervisor, four prints of the proposed shoring and bracing details bearing the seal of a registered structural or professional engineer, together with supporting documents, shall be forwarded to the railroad Project Manager (See sheet number 7 for name and address) or his engineering designate for review and approval.

The contractor shall notify the railroad Engineering Consultant Designee and Project Manager (in writing) not less than one (1) week in advance of the proposed time of the beginning of the construction of the piers, supports or structures adjacent to the track.

**INSURANCE:**

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the contractor will be required to carry insurance of the following kinds and minimum amounts:

- (1.) Commercial General Liability insurance coverage with limits of not less than **\$5,000,000.00** in combined single limits for bodily injury and or property damage per occurrence. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be indorsed to name Railroad specified in item 2.C. below as an additional insured, and shall include a severability of interest provision, and shall be addressed directly to **CSXT Risk Management contact (See sheet number 7 for name and address)**.
- (2.) Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000.00**, which insurance must contain a waiver of subrogation against CSX Transportation, Inc. and its affiliates.
- (3.) Commercial automobile liability insurance with limits of not less than **\$1,000,000.00** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX Transportation, Inc. as an additional named insured.

**Railroad's Protective Public Liability and Property Damage Liability Insurance:**

- (4.) The contractor will be required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with operations to be performed on or adjacent to CSX Transportation's right-of-way. Questions concerning CSX Transportation Insurance requirements shall be addressed directly to **CSXT Risk Management contact (See sheet number 7 for name and address)**. These are CSXT specifications for proper evidence of insurance:
  - A. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
  - B. The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - C. Named Insured Railroad and Address:

CSX Transportation, Inc.  
Risk Management (C-907)  
500 Water Street  
Jacksonville, FL 32202

Electronic mail should be sent to:

**ahenry@crouchengineering.com**
  - D. Limits of Liability:.

**\$5,000,000.00 per occurrence combined single limit for bodily injury and property damage, subject to a**

\$10,000,000.00 annual aggregate limit is required because a significant number of hazardous materials trains (a total of 10 Train Movements at 50 MPH along this track per day) are in the area of construction).

- E. CSX Transportation must be named as the named insured on the Railroad Protective Policy.
- F. Name and address of the contractor and TDOT must be shown on the Declarations page.
- G. Name and address of the Project Sponsor, being the State of Tennessee, Department of Transportation must be shown on the Declarations page.
- H. Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.
- I. Authorized Endorsements:
  - 1. Must Include:
    - a) Pollution Exclusion Amendment – CG 28 31  
(Not necessary with Form CG 00 35 version 96 and later)
    - b) Delete Common Policy Conditions – CL/CG 99 01  
If policy jacket does not include Common Policy Conditions this endorsement is not necessary.
  - 2. Acceptable:
    - a) Broad Form Nuclear Exclusion – IL 00 21
    - b) 30-Day Advance Notice of Non-renewal or cancellation
    - c) Required State Cancellation Endorsement
    - d) Quick Reference or Index – CL/IL 240
  - 3. Unacceptable:
    - a) Any Pollution Exclusion Endorsement except CG 28 31
    - b) An Endorsement that excludes TRIA coverage
    - c) An Endorsement that limits or excludes Professional Liability coverage
    - d) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
    - e) A Known Injury Endorsement
    - f) A Sole Agent Endorsement
    - g) Any Punitive or Exemplary Damages Exclusion
    - h) Any “Common Policy Conditions” Endorsement
    - i) Any endorsement that is not named in I (1) or I (2) above.
    - j) Policies that contain any type of deductible.
- J. Additional Terms:
  - 1. The Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding insurance policies directly to the **CSX Risk Management Contact (See sheet Number 7 for electronic/e-mail address)**.
  - 2. Neither TDOT nor the Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance policies.

**GENERAL**

All insurance herein-before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the right-of-way of the railroad, as evidenced by the formal acceptance by the State.

Insuring companies may not cancel insurance except by permission of the State and railroad insured, or on thirty (30) days written notice to the State and the railroad.

**RAILROAD CONTACTS NAME AND ADDRESS**

|   |  |  |  |
|---|--|--|--|
| <p><b>Mr. Todd Allton</b><br/>Principal Engineer- Public Projects</p> <p><b>CSX Transportation, Inc.</b></p> <p>1590 Marietta Blvd. NW<br/>Atlanta, GA 30318<br/>O. 404.350.5134<br/>E. Todd_Allton@csx.com</p> | <p><b>Mr. Tony Bellamy</b><br/>Director, Project Management Public Projects</p> <p><b>CSX Transportation, Inc.</b></p> <p>SC/J-301<br/>500 Water Street<br/>Jacksonville, FL 32202<br/>O. 904.359.7601<br/>F. 904.245.2824<br/>E. tony_bellamy@csx.com</p> | <p><b>Insurance Risk Management</b></p> <p>E. ahenry@crouchengineering.com</p> | <p><b>FLAGGING REQUEST</b></p> <p><b>Mr. Scott Vick</b><br/>Public Projects Administrator<br/><b>Crouch Engineering, Inc.</b><br/>5115 Maryland Way., Suite 225<br/>Brentwood, TN 37027<br/>svick@crouchengineering.com<br/>O:615.791.0630<br/>C: 615.430.2511<br/>Charge Flagging to:<br/>CSXT OP#: <b>TN0769</b></p> |
|---|--|--|--|

**\*Railroad Contacts For Pre-Con Meeting Notification And For Coordination of Construction Work:**

**TDOT Construction Contact:**

Shay Deason– Region 3 Operations Engineer  
6601 Centennial Blvd.  
Nashville, TN 37243  
Phone: 615-350-4342  
Email: Shay.Deason@tn.gov

**Railroad’s Construction Division Contact:**

Mr. Brandon Knapp, Director Construction Engineering  
CSX Transportation, Inc.  
1115 Cameron Street, Unit 101  
Alexandria, VA 22314  
Phone: 904-652-5690  
E-mail: Brandon\_knapp@csx.com

**Railroad’s Engineering Consultant Designate:**

Jay Harris - Senior Railroad Engineer  
5115 Maryland Way, Suite 225  
Brentwood, TN 37027  
O. 615.791.0630  
M. 615.289.6121  
Jharris@crouchengineering.com

Amy Henry - Unifier Manager  
Crouch Engineering, Inc.  
2005 W US 27 Clewiston, FL 33440  
M. 863.233.9630  
E. Ahenry@crouchengineering.com

DOT Crossing Number(s): 348029M, 348028F, & 348027Y Information:

|                         |            |           |            |
|-------------------------|------------|-----------|------------|
| Date:                   | 08/17/2018 | 8/23/2018 | 12/11/2020 |
| Average<br>Trains/Day:  | 10         | 7         | 6          |
| Maximum<br>Train Speed: | 50 MPH     | 50 MPH    | 50 MPH     |

SPECIAL NOTES

The contractor shall provide the Railroad Protective Insurance Policy and Certificates of Insurance by e-mail within (20) calendar days of Notification of Award.

Failure to provide the above within the specified time may subject the award to annulment and forfeiture of the bid guarantee, not as a penalty, but as liquidated damages.

## EXHIBIT C

### DEBARMENT CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its subsidiaries:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had on (1) or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

## EXHIBIT C

**DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,**  
**SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower-Tier Participant (potential sub-contractor under a major third party Contract), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date