



AECOM  
1700 Market Street  
Suite 1600  
Philadelphia, PA 19103  
www.aecom.com

215 789 2165 tel  
215 735 0883 fax

RECEIVED FEB 9 2015

February 4, 2015

James D. Mays  
Engineer  
Kimley-Horn and Associates  
6625 Lenox Park Drive  
Suite 117  
Memphis, TN 38115

**Subject:** Memphis, Shelby County, Tennessee  
Milepost 539.02-A, Corinth - Memphis Line, Alabama Division  
Lat. N 35.09611, Long. W 89.84001

**Norfolk Southern Activity No. 1198709**

Proposed installation of an underground crossing of a 3-inch PVC conduit containing a 36-strand fiber-optic cable in the public right of way of Kirby Parkway (AAR/DOT# 732 161 S)

Dear Mr. Mays:

Attached is the fully executed Public Street Acknowledgement dated January 26, 2015 between Norfolk Southern Railway Company and Shelby County Government covering the above referenced project.

This letter acknowledges receipt of your payment in the amount of \$1,000.00, which covers the Railroad Protective Liability (RPL) Insurance Fee. Your Certificate of Liability (CGL) Insurance has been reviewed by the Railway's Risk Manager and is acceptable.

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

***For Scheduling Flagging and Inspection***

Ben T Taggart of NS's Alabama Division Engineer's office, (205) 451-4724

***For Railway Signal Identification***

Larry Smith, General Supervisor Communications & Signals, (205) 451-4720

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

Thank you for your cooperation.

Very truly yours,

Joseph Lala  
Contract Administrator  
215-789-2145  
joseph.lala@aecom.com

CC: Mary Ann Mullady

Archives / Lilburn

NORFOLK SOUTHERN RAILWAY COMPANY

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

APPLICANT: Shelby County Government  
160 North Main Street  
Memphis, Tennessee 38103

SUBJECT: Memphis, Shelby County, Tennessee  
Milepost 539.02-A, Corinth - Memphis Line, Alabama Division  
Latitude N 35.09611, Longitude W 89.84001

Norfolk Southern Activity No. 1198709

Proposed installation of an underground crossing of a 3-inch PVC conduit containing a 36-strand fiber-optic cable in the public right of way of Kirby Parkway (AAR/DOT# 732 161 S)

In response to Applicant's submittal dated September 30, 2014, regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawings marked Exhibit A and B, dated 12/5/2014, and Conduit Data Sheet, provided Applicant adheres to the following terms and conditions:

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

- Insurance

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

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

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

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Applicant pays the then current risk financing fee for each affected installation, Applicant, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of

\$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

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

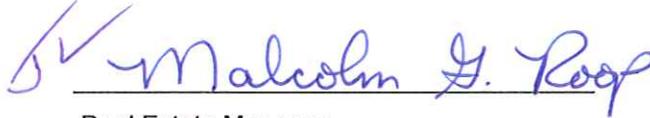
- Prior to the start of work, to arrange for protection and inspection, Applicant is required to give at least 72 hours advance notice to the representatives at Railway's Division Office.
- If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals,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

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

If to Applicant: Shelby County Government  
160 North Main Street  
Memphis, Tennessee 38103  
Attention: Administrator Roads, Bridges, and Engineering

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

ACCEPTED BY: **NORFOLK SOUTHERN RAILWAY COMPANY**

  
\_\_\_\_\_

Real Estate Manager

DATE 1/26/15

**SHELBY COUNTY GOVERNMENT**

  
\_\_\_\_\_

Title

Deputy Chief Administrative Officer

DATE 12/30/14

Activity Number: 1198709  
JKZ: 12/9/14  
File No. 1252514

**APPROVED AS TO FORM  
AND LEGALITY:**

  
\_\_\_\_\_

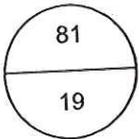
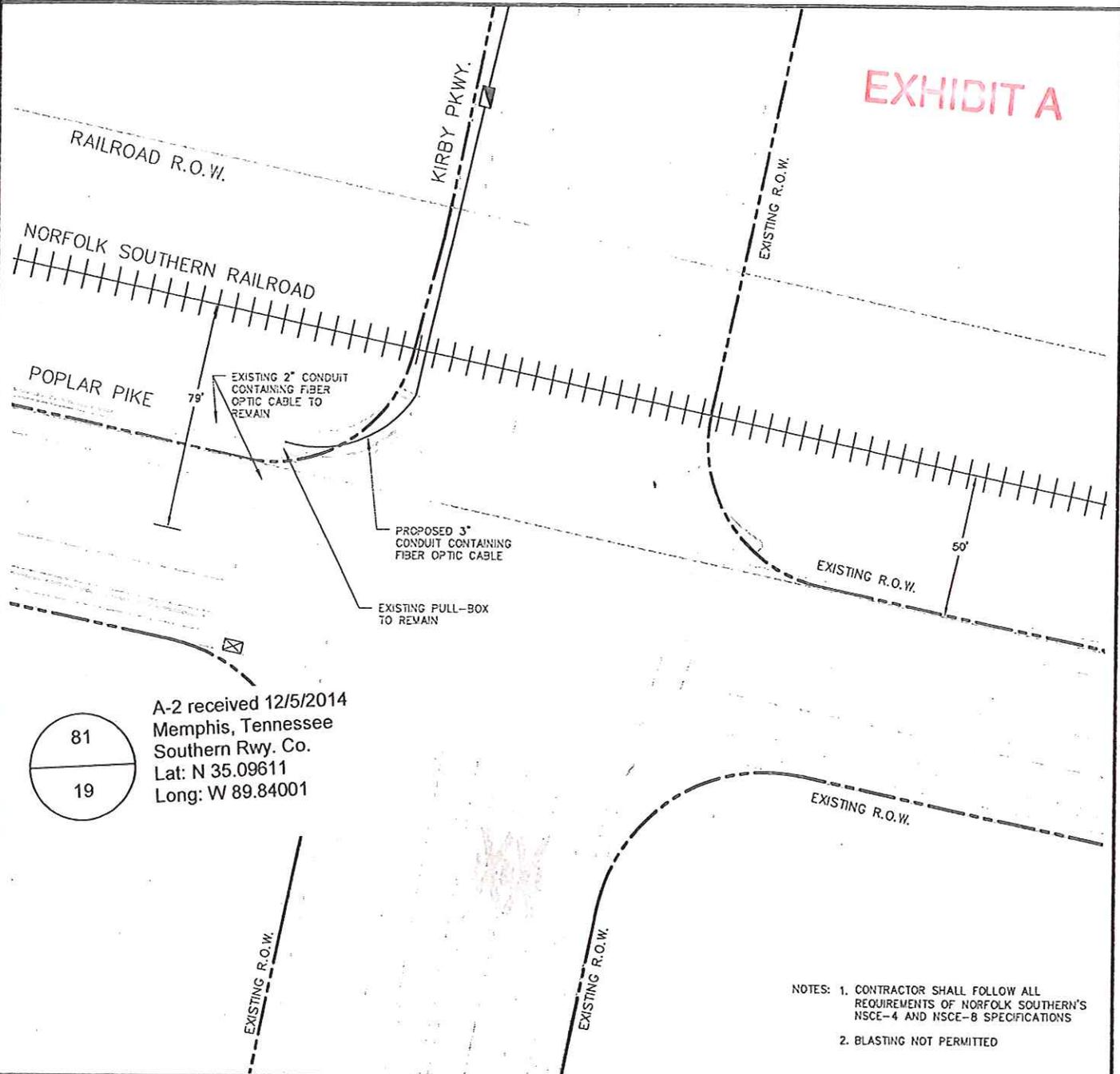
Contract Administration/  
Assistant County Attorney

# PLAN VIEW

N/S STREET: KIRBY PARKWAY E/W STREET: POPLAR PIKE

AARDOT #: 732161S LAT: 35.0960010 LOG: -89.8387990 RR MILEPOST: A539.02

**EXHIBIT A**



A-2 received 12/5/2014  
 Memphis, Tennessee  
 Southern Rwy. Co.  
 Lat: N 35.09611  
 Long: W 89.84001

- NOTES: 1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-4 AND NSCE-8 SPECIFICATIONS  
 2. BLASTING NOT PERMITTED

## LEGEND

-  PULL-BOX
-  JACK OR BORE
-  OPEN TRENCH
-  EXISTING PULL-BOX



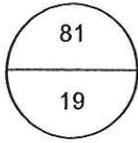
SCALE: 1"=50'

## LOCATION MAP



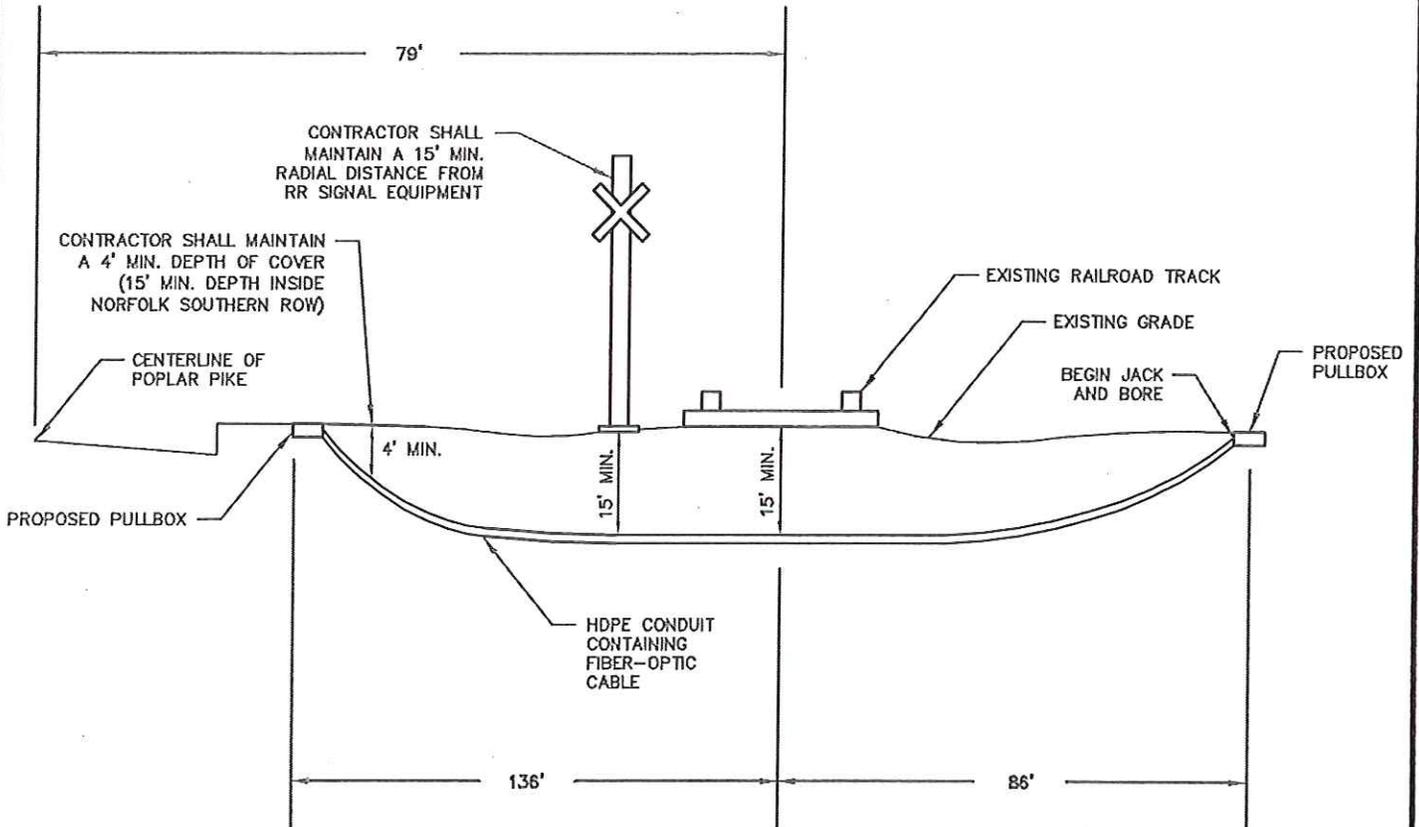
# PROFILE VIEW

N/S STREET: KIRBY PARKWAY E/W STREET: POPLAR PIKE



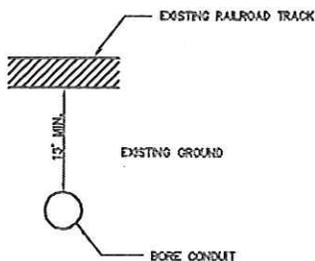
A-2 received 12/5/2014  
 Memphis, Tennessee  
 Southern Rwy. Co.  
 Lat: N 35.09611  
 Long: W 89.84001

**EXHIBIT B**



- NOTES: 1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-4 AND NSCE-8 SPECIFICATIONS  
 2. BLASTING NOT PERMITTED

SCALE: N.T.S.



NOTE:  
 1. CONTRACTOR SHALL SET DEPTH TO AVOID EXISTING UTILITIES (MINIMUM OF 15' DEPTH INSIDE NORFOLK SOUTHERN ROW)

**DETAIL OF BORED CONDUIT**  
 N.T.S.

## LOCATION MAP



**CONDUIT DATA SHEET**  
(For Telecom and Power Conduits only, 6" in diameter or less)

	CONDUIT / CASING PIPE
NOMINAL SIZE OF PIPE	3"
MATERIAL	PVC
OUTSIDE DIAMETER	3.5"
INSIDE DIAMETER	3.068"
WALL THICKNESS - must be at least 0.188"	0.216"
TYPE OF COATING	

Proposed Method of Installation (Given sections refer to NSCE-8 Specification)

- Jack & Bore (Section 5.1.3)
- Directional Boring Method "A" (Section 5.1.6) – *must have at least 10' depth below base of rail*
- Directional Boring Method "B" (Section 5.1.6) – *only for casings 6 inches or less in diameter*
- Open Cut (Section 5.1.2) – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- Other – Please Specify: \_\_\_\_\_

MULTIPLE INNERDUCTS

NUMBER OF INNERDUCTS WITHIN CASING PIPE: 0

- Provide a detail or cross section of the casing pipe with innerducts (see below).
- Clearly mark the type of facility that will be installed within each innerduct. If innerduct will be left spare or empty, please identify as such.

