§105-09 WORK AFFECTING RAILROADS

I. GENERAL
Railroad rights of way were historically established prior to the creation of highways, and therefore the majority of highway crossings over railroads are on an easement over the railroad right of way. As the owner, the railroad controls operations on its property. This includes bridge work over a railroad where there is the potential for something to fall from the bridge or the potential for equipment to fail and land on the railroad right of way.

II. WORK LOCATIONS
A. Work in a Shared Right Of Way
A shared right of way is a location where a highway crosses railroad property, and the easement grants both parties the right of entry with free and unencumbered use of the shared property. Neither party can raise impediments to bar the other from access to the shared right-of-way. Shared right-of-way includes grade crossings, overpasses and underpasses. Within a shared right of way, highway safety standards and procedures apply to Contractor and Department employees, and Federal Railroad Administration and railroad rules apply to the railroad's employees. It is the State's responsibility to notify a railroad in advance of the Department's intention to do work on shared property.

B. Work on Railroad Right Of Way
Work on or over a railroad right of way requires a railroad agreement with the affected railroad, negotiated by the Department, covering the scope of work to be undertaken, the areas covered, and special requirements that the railroad may have. While the Contractor is on the railroad's right of way, the railroad monitors the Contractor's work, primarily for compliance with safety requirements. The EIC is responsible for inspection to ensure that the Contractor performs in accordance with the contract requirements. Generally the railroad has its own procedures to govern contractor operations on railroad property, based on Federal Railroad Administration standards.

III. RAILROAD SAFETY
A train moving at speeds of 60 to 90 mph will require a stopping distance of 1/2 to 1 mile or more. Long stopping distances, combined with the size and weight of typical trains, can make working near railroads particularly hazardous. Operations within 20 ft of the centerline of track, or approximately 15 ft from the outside rail, other than crossing over the track at an existing grade crossing are considered to be “fouling” the track. Different railroads have different fouling distances. Prior to operations within the fouling distance, or within the railroad right of way, the Contractor must obtain clearance from and coordinate work with the railroad, which may require the presence of a railroad flagger. See the contract documents for a Special Note entitled Special Provisions for Protection of Railway Interests.

A. Railroad Safety Training And Standards
At least one member of the inspection staff must have received railroad safety training conducted in accordance with the requirements of 49 CFR Part 214 and acceptable to the railroad and be present on the contract site. All Department personnel must be familiar with railroad safety procedures prior to entering railroad right of way. Contact the Regional Construction Safety Coordinator to arrange for required railroad safety training. Different railroads have different, specific training requirements.

The Contractor is responsible for the safety of construction operations and its employees when work takes place near railroad lines. Employee training and awareness are the key factors in ensuring a safe environment for workers. In the Project Safety and Health Plan, the Contractor must address how workers will be made aware of the dangers of working near a railroad and how workers and equipment will be restricted from contact with train traffic. The Contractor must obtain required railroad safety training from the railroad.
§105-09 WORK AFFECTING RAILROADS

B. Railroad Flaggers
When a Contractor must perform work that is within the fouling distance of a railroad facility, the railroad will typically provide a railroad flagger (as differentiated from a highway flagger). The railroad flagger is employed by (or for) the railroad, and typically paid for by the Department as a part of the project costs under a separate railroad agreement negotiated by the Department. (See Exhibit 105-09A.) A railroad agreement is typically negotiated with the railroad specifically for a construction contract, in parallel with the construction contract award process. Railroad agreements may not be awarded by OSC at the same time as the construction contract, creating delays in performing work on the railroad right of way.

The railroad flagger is responsible for protection of trains and the railroads interests, not to protect the Contractor or the Department. The railroads require flaggers to be present for any operations that may interfere with the operations of an active track. In general, a flagger is necessary during the driving of sheet piles near the tracks, removal or demolition of all or part of an overhead or adjacent structure, the erection of any structural material, or any other operation that could obstruct or foul a track, a railroad utility line, or other railroad facility.

When working with a railroad flagger, the flagger must be notified each time it is necessary to foul the tracks, and then work should proceed only after absolute protection is received. Absolute protection means that workers have exclusive use of the track to perform work and trains are not to be operating on that section of track. The Contractor must immediately begin clearance of the tracks at any time the railroad flagger directs to do so. For jobs longer than one day, the Contractor's supervisor must coordinate with the railroad flagger at the start of each work day to discuss the day's activity, and any need to foul the tracks. On jobs longer than 30 days, the railroad flagger will usually be the same person. On shorter jobs, the flagger may change daily. Job details should be reviewed with each flagger.

C. Work Site Access
The Contractor is responsible for providing safe access to and from the site. Workers are to cross tracks only at designated locations and only at the direction of the flagger. Fencing or barricades may be necessary adjacent to the railroad right-of-way to restrict worker travel paths to designated areas.

D. Work Zone Traffic Control
Work zone traffic control in a highway work zone which affects a railroad system may need special planning and precautions because of the potential for a catastrophic accident to occur. Work zone traffic control plans should address the potential of vehicles stopping on the railroad tracks while in a traffic queue. EIC should be alert to situations where this might occur -- traffic that is required to merge into fewer lanes may extend back to a nearby railroad crossing, for example. Under no circumstances should standing traffic ever be permitted on a railroad track. If necessary, additional (highway) flaggers may be needed to prevent vehicles from entering a railroad crossing if traffic prevents the vehicle from

Flashing beacons or other lighting devices must not be used at any location on railroad property. Flashing lights are used on the end of each train; if used in the work zone, they are distracting to the train crew and can be mistaken for another train.

E. Underground Utilities and Excavations Within Railroad ROW
The Contractor is responsible for coordinating work with the various utilities affected as well as with the railroad. The railroad field representative must be notified by the contractor before any excavation takes place. Buried signal wires and other electrical/utility lines are often located on or near the railroad right of way. It cannot be assumed that the location of signal wires is known, these must be located by railroad personnel. Fiber-optic cables and other utility facilities are sometimes installed underground along the railroad right of way. The Contractor must contact the One-Call center in advance of any excavation in the railroad right of way. Open excavations in the railroad right-of-way should be filled at the conclusion of work each day.
§105-09 WORK AFFECTING RAILROADS

F. Overhead Electrical Wires and Electrified Rails
Overhead wires in the vicinity of a railroad must be treated as live unless a representative of the utility/owner has provided notification that the facility has been de-energized or grounded. On property owned or controlled by Amtrak/Metro North/Long Island Railroad, work may be performed adjacent to electrified tracks and in the vicinity of high voltage lines for these tracks. Great care must be exercised and the railroad's directions for clearance to be maintained between equipment and energized wires or 3rd rails, and other instructions in regard to working in the vicinity of electrical equipment, must be strictly observed.

G. Vehicles and Equipment
Access roads to and across tracks used for emergency vehicles should not be blocked or disrupted in any way. Tools, materials or equipment should not be left on the tracks, or within the fouling distance, and should not be stored on the railroad right-of-way. Work areas should be carefully inspected after each day's work to ensure nothing is left on or above the tracks. Unsecured tools, loose materials or equipment on a bridge over a track may wind up fouling the track as a result of vandalism.

IV. RAILROAD IMPROVEMENTS BY FORCE ACCOUNT
Where railroads are involved in any way in a Department contract, such as relocation of tracks, signals, communication facilities, or other railroad facilities, the work done by railroad forces may be reimbursable. In order to be reimbursed, the railroad must submit documentation.

Prior to contract letting, an estimate of the force account work is submitted to the Department. A RR Force Account Agreement is prepared and executed by both the Department and the Railroad. During construction an Inspector monitors the work accomplished.

The railroad will submit documentation to support the billing which should agree with the Inspector's reports. Review to ensure the reasonableness of the quantities of labor, material and equipment (not cost). After review, submit the railroad billing package, including Form RR16b Railroad Project Payment Voucher, and back up documentation, and with any comments, to the Regional Office for processing.

Review bills to ensure they reflect prior estimated billing and the following:
1. Costs shown are reasonable for work performed in conformance with the plans and specifications, and the railroad agreement.
2. Administrative checks such as appropriate PIN, proper payee, etc.
3. Aggregate daily hours of labor; generally charged for days when labor was on site.
4. Quantities and type of material charged; material reclaimed or salvaged.
5. Equipment on site and approximate hours used.

The Regional Rail Coordinator or Freight and Passenger Rail Bureau will verify that:
1. The billing is in accordance with the appropriate rules, regulations and procedures, i.e., wage rates, overhead rates, support staff; charges conform to 23 CFR 140 Subpart I.
2. Markups added to labor, such as vacation, health and welfare, insurance and federal retirement and unemployment tax, etc. are appropriate.
3. Equipment rental rates and transportation/handling charges are supported and appropriate.

Clarification on any individual billings should be referred to the Regional Rail Coordinator or to the Freight and Passenger Rail Bureau.

EXHIBITS
A Sample RR Agreement
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION
STATE RAILROAD AGREEMENT

AGREEMENT TO REIMBURSE COSTS FOR CHANGES OF FACILITIES
AND
FOR ENTRY UPON LANDS

AGREEMENT NUMBER

This Agreement made this # day of MONTH, 20##, by and between: The People of The State of New York (hereinafter called “STATE”), acting by and through the Commissioner of Transportation (hereinafter called “COMMISSIONER”), whose office is the Department of Transportation Administration and Engineering Building, 50 Wolf Road in the Town of Colonie and County of Albany and State of New York; and RAILROAD, (hereinafter called “RAILROAD”), having its general office at: ADDRESS.

WHEREAS, the railroad right of way or property (hereinafter also referred to as “lands”) that is the subject of this agreement is included among the property being owned or operated by the RAILROAD.

WHEREAS, the STATE, in accordance with the Highway Law, will prepare plans and specifications for the project: PIN ###.###; BIN’s #######; PROJECT DESCRIPTION AND LOCATION. (hereinafter called “PROJECT”), and has acquired or will acquire the necessary lands and easements therefor and intends to let a contract for the work outlined therein and will supervise the work performed under such contract, and

WHEREAS, the PROJECT will be carried across the aforesaid right-of-way of the RAILROAD in accordance with the aforesaid plans and specifications which have been heretofore approved by the RAILROAD, and the STATE has requested the RAILROAD to consent to the entry upon such lands and also to perform certain work hereinafter generally described, for the accommodation of such construction primarily.

NOW, THEREFORE, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. CONSENT TO ENTRY UPON LANDS. The RAILROAD does hereby authorize and consent to the entry by the STATE, its representatives and contractors, upon the RAILROAD’s lands and premises shown on the plans referred to above for the purpose of performing all necessary work in connection with the construction of the PROJECT by the STATE and described in said plans and specifications heretofore mentioned, which plans and specifications are hereby made a part of this Agreement by reference. This consent to enter shall be coterminous with the aforementioned highway contract.

ARTICLE 2. CONTRACT WORK. The STATE agrees that the construction shall be carried on with due regard to the protection and maintenance of the property, traffic and operations of the RAILROAD, and in such a manner as to cause no damage to, or unreasonable interference with such traffic or operations.

ARTICLE 3. DESCRIPTION OF WORK. The RAILROAD agrees to make necessary changes in its railroad and railroad facilities to the extent required for the construction of the PROJECT and to construct and provide such additional facilities as may be needed in connection with the maintenance and protection of railroad traffic during such changes in its railroad and the construction of said PROJECT. The RAILROAD further agrees to coordinate its said work with that of the Contractor of the STATE and to cooperate with said Contractor.

ARTICLE 4. REIMBURSEMENT. The STATE agrees to pay or to reimburse the RAILROAD for the entire cost of any work performed, including the cost of preliminary and construction engineering as well as for facilities provided by the RAILROAD and the premiums of any and all insurance policies provided by the RAILROAD under the Agreement in connection with said construction work, pursuant to the provisions of the Federal-Aid Policy Guide, Title 23, Code of Federal Regulations (CFR) Part 140, Subpart I, (Reimbursement for Railroad Work), and amendments thereto. It is intended by the parties hereto that by this reference to said reimbursement procedure and amendments it is agreed that the provisions thereof are deemed to be included herein and are accepted as binding upon the said parties to the same extent and with the same force and effect as if such documents had been set forth in and made a part of this Agreement.
The RAILROAD shall submit to the STATE evidence of fair and reasonable costs of the aforesaid work performed or facilities provided by the RAILROAD, less the value of materials recovered, as evidence by detailed invoices acceptable to the STATE. The STATE shall reimburse the RAILROAD in the amount of the approved costs so submitted in accordance with Article Eleven-A of the State Finance Law, but in no event shall the cost to the STATE of said work performed and facilities provided and of the liability insurance policy or policies provided by the RAILROAD exceed the sum of $__________ and _______/100 DOLLARS specified in the estimate submitted to the STATE by the RAILROAD and made a part hereof except as such sum may hereafter be increased pursuant to an amended agreement or Agreements. All costs so submitted by the RAILROAD shall be subject to the approval of the STATE and to audit by the Comptroller of the State of New York. Reimbursement therefore by the STATE to the RAILROAD will be made for monthly periods as to the work performed or facilities provided by the RAILROAD in accordance with approved certificates showing the cost of the work so performed or facilities provided up to and including the last day of the previous month. Upon the completion of all said work performed by the RAILROAD pursuant to this Agreement, a final statement of costs shall be submitted to the STATE within one hundred eighty (180) days. Upon the receipt of the final statement of costs by the COMMISSIONER, the COMMISSIONER will conduct an audit of the RAILROAD’s project account records within one hundred eighty (180) days to determine the resources applied or used by the RAILROAD in fulfilling the terms of this Agreement. Upon the completion of said audit and concurrence by the RAILROAD, the final reimbursement payment will be made to the RAILROAD.

On projects financed in whole or in part with Federal funds, and in recognition of the participation by the Federal Government in the costs to the STATE of this PROJECT, the RAILROAD shall keep and retain cost records and accounts so that they will be available for audit by authorized representatives of the Federal Highway Administration. The RAILROAD does further agree that on or before the date of its final billing pursuant to this Agreement, it will notify the COMMISSIONER in writing of the location where such cost records and accounts will be available for the Government, all in accordance with Title 23, CFR Part 140, Subpart I of the U.S. Department of Transportation Federal-Aid Policy Guide and amendments thereto.

ARTICLE 4(a). AGREEMENT PAYMENTS. The RAILROAD shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Agreement, the Agency and the State Comptroller. Payment for invoices submitted by the RAILROAD shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The RAILROAD shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.ny.gov/pay/index/rhtm, by e-mail at epunitl@osc.ny.gov, or by telephone at 518-474-4032. The RAILROAD acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

ARTICLE 5. FUNDS AVAILABLE. This contract shall be deemed executory only to the extent of money available to the STATE for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York or the RAILROAD beyond moneys available for the purpose thereof.

ARTICLE 6. EFFECTIVE DATE OF AGREEMENT. This Agreement shall take effect on the ______th day of MONTH, 20####.

ARTICLE 7. TERMINATION OF AGREEMENT. The STATE will obtain the RAILROAD’s written acceptance of all contract work in connection with this PROJECT prior to releasing the STATE’S contractor from his contractual obligations.

The STATE reserves the right to terminate or suspend this Agreement, for any reason whatsoever. Such right of termination or suspension shall be exercised at the discretion of COMMISSIONER, by delivery of written notice thereof to the RAILROAD, and such termination or suspension shall thereupon take effect immediately. However, nothing in this Agreement or in this Article 7 shall relieve the STATE of its obligation to reimburse the RAILROAD for costs and expenses which the RAILROAD has incurred or committed itself to under the terms or for the purposes of this Agreement prior to such termination or suspension.

Should no other action be required, this Agreement shall be considered terminated on such date as the RAILROAD receives the final reimbursement payment from the STATE for its final statement or costs submitted in
ARTICLE 8. DIVISION OF MAINTENANCE. Upon the completion and acceptance by the STATE of the contract work as indicated on the plans.

The Maintenance responsibility shall remain as is currently in effect.

Before entering upon the property of the RAILROAD to perform any maintenance, the STATE shall give due notice to the Chief Engineer of the RAILROAD.

ARTICLE 9. RESPONSIBILITY. In addition to the protection afforded to the STATE under any available insurance, the STATE shall not be liable for any damage or injury to the RAILROAD, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with the RAILROAD’s work, activities or operations pursuant to this agreement, whether undertaken by RAILROAD’s own forces or by contractors or other agents working on the RAILROAD’s behalf. To the fullest extent permitted by law, the RAILROAD agrees to defend, indemnify and hold harmless the STATE, the New York State Department of Transportation, the STATE’s Contractor, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the RAILROAD’s work, activities or operations pursuant to this agreement.

ARTICLE 10. INSURANCE REQUIREMENTS. The STATE agrees that as a condition of being provided access to the PROJECT location, that insurance shall be procured, including a Railroad Protective Liability Insurance policy issued to the RAILROAD, which shall be in accordance with U.S. Department of Transportation Federal-Aid Policy Guide, and any amendments thereto with limits as shown in Title 23, CFR Section 646.107. In addition, STATE shall require its contractor to furnish the kinds and amounts of insurance, as follows:

1. Commercial General Liability Insurance: Each and every party performing work in connection with the PROJECT described herein shall be required to be insured under a policy of insurance. Such contractor or contractors shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of the primary named insured. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage), including any excess liability insurance providing coverage in an amount of five million dollars ($5,000,000.00) per occurrence and five million dollars ($5,000,000.00) aggregate.

2. Aggregate coverage must be secured on a per-project basis. This insurance must be endorsed to provide coverage to “the RAILROAD, the State of New York/New York State Department of Transportation, any municipality in which the event is conducted, and any governmental entity whose facilities are affected by the event, and any of their employees or agents working for or on the facility,” using ISO form CG 20 10 07 04 or a form that provides equivalent coverage.

3. Protective Liability Insurance. In the event that work is to be performed exclusively by RAILROAD, the CGL requirement referenced above may take the form of Railroad Protective Liability (RRLP) insurance or self insurance. In the event that one or more contractors are to be utilized for the PROJECT, then the primary contractor shall secure an RRPL policy in the name of RAILROAD providing coverage in an amount of two million dollars ($2,000,000.00) per occurrence and not less than six million dollars ($6,000,000.00) aggregate.

4. Workers’ Compensation and Disability Insurance and Employers’ Liability Insurance. As required by State Finance Law §142, any Contractor working on the PROJECT shall maintain in force workers’ compensation insurance for all of Contractor’s employees. Contractors shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

As required by State Finance Law Section 142 and Workers’ Compensation Law Section 57, RAILROAD is required shall furnish proof that there is Workers’ Compensation and Disability Insurance and Employers’ Liability Insurance in force for all of RAILROAD’s employees. RAILROAD shall also maintain disability insurance
as required by the Disability Benefits Law of the State of New York. RAILROAD shall provide evidence of the required coverage or exemption where appropriate (usually Form C-155.2 and Form DB-120.1). RAILROAD may furnish proof of coverage under the Federal Employers Liability Act and similar statutes for the protection of employers for injuries to or death of employees engaged in the work.

ARTICLE 11. ASSIGNMENT OF AGREEMENT. The RAILROAD agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein or its power to execute such Agreement, to any person, RAILROAD or corporation without the previous consent in writing of the COMMISSIONER, unless a transfer of its entire property and assets is made. In case the RAILROAD shall, with the consent of the STATE, make contracts for any part of the work or facilities covered by this Agreement, the terms of said contracts shall be subject to the approval of the STATE. The RAILROAD shall pay its contractors in accordance with the terms of such contracts and the STATE agrees to reimburse the RAILROAD for the cost thereof.

ARTICLE 12. STARTING OF WORK. The RAILROAD agrees to start the work covered by this Agreement only after the COMMISSIONER or his authorized representative has notified the Chief Engineer of the RAILROAD in writing that it may proceed.

ARTICLE 13. REQUIRED STATE AND FEDERAL CONTRACT CLAUSES. During the performance of this contract, the RAILROAD agrees to comply with all applicable Federal and State required contract provisions which appear as Appendix A (Standard Clauses for New York State Contracts), A-1 (Supplemental Title VI Provisions from Civil Rights Act), Appendix B (Required Contract Provisions for federal-Aid Construction Contracts), respectively and are hereby made a part of this Agreement.

With respect to Appendix A, the STATE and the RAILROAD understand and agree that the hours of labor of the RAILROAD’s employees are governed exclusively by the Federal Hours of Service Act, 35 Stat. 1415 (1907), as amended, and that the prevailing rate of wages for the RAILROAD’s employees shall be that rate determined by the RAILROAD. The RAILROAD and the STATE further understand and agree that if the RAILROAD subcontracts with a third party not engaged in interstate commerce to perform an obligation of this Agreement, the above mentioned sections will apply to the subcontractor. These understandings are essential to this Agreement, and any subsequent legislation, judicial or administrative decisions, or opinions of the State Attorney General inconsistent with these understandings, shall relieve both parties of their obligations, hereunder until a mutually acceptable substitute understanding is reached. In the event that no mutually acceptable substitute understanding is reached, then either party may terminate the Agreement.

To the extent that this agreement calls for RAILROAD to provide materials, as provided in Appendices, RAILROAD will provide materials from existing inventories. The STATE and RAILROAD understand and agree that to the extent RAILROAD is required to procure additional materials for completion of the PROJECT, RAILROAD will do so in accordance with the Appendices.

ARTICLE 14. NOTICES. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by e-mail.

1. Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**RAILROAD**
Name: NAME
Title: TITLE
Add: ADDRESS LINE 1
STYLE: ADDRESS LINE 2
CITY, STATE ZIP
Fax: XXX-XXX-XXXX
Phone: XXX-XXX-XXXX
E-Mail: XXXX@RR.COM

**State of New York [NYSDOT]**
Name: NAME
Regional Construction Engineer
Add: ADDRESS LINE 1
CITY, STATE ZIP
Telephone Number: XXX-XXX-XXXX
Fax Number: XXX-XXX-XXXX
E-Mail: engineer@dot.ny.gov

Form RR-200 Rev. 05/13
September 2017 New York State Department of Transportation Contract Administration Manual Exhibit 105-09D
2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IN WITNESS WHEREOF, the STATE has caused this Agreement to be signed by the Commissioner of Transportation, and the RAILROAD has caused these presents to be signed by its duly authorized officer on the day and year first above written:

If any clause, sentence, subdivision, paragraph, section or part of the contract be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

This Agreement is based on the RAILROAD’s force account estimate dated in the amount of ___________________________ and ______/100 DOLLARS ($_____________) and is valid through ___________XX, 20XX.
AGREEMENT NUMBER ________________________

NYSDOT Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK (L.S.)

By: ____________________________
   For: Commissioner of Transportation   Date

________________________________________ Railroad Corporation

By:  __________________________________
   Title:  ____________________________

The following acknowledgment to be completed by the RAILROAD

STATE OF  )
  ) SS:
COUNTY OF  )

On this ___________ day of ____________, 20___ before me personally came ____________________________ to me known to be the ______________ of ______________________ the corporation described in and which executed the foregoing instrument: acknowledged to me that (s)he executed the same pursuant to authorization by the Board of Directors of said corporation.

________________________________________
   NOTARY PUBLIC

________________________________________
   NEW YORK STATE
   ATTORNEY GENERAL'S SIGNATURE

________________________________________  __________________________
   Dated  __________________________

Not Applicable to agreements in amounts of $50,000.00 or less

Eff. April 10, 2006, per NY Finance L. Section 112(2)(a), the "T" contract limit was raised from $15,000.00 to $50,000.00 or less

(Ref: Comptroller's Bulletin #G - 225, d. 4/29/06)