



April 27, 2016

Mr. Jim Hoy, P.E.  
Director of Public Works  
Town of Culpeper  
15038 Service lane  
Culpeper, Virginia 22701

RE: Town of Culpeper – Addendum 1  
1) Well Nos X1B & X1C Water Line Improvements (REBID)  
WWA Project No. 215006.00

Dear Mr. Hively:

Enclosed are two printed copies of Addendum 1 (REBID) for the above referenced project. An electronic copy of this document has also been posted to your ShareFile folder.

Should you have any questions, please do not hesitate to call.

Sincerely,

WW Associates, Inc.

Herbert F. White III, PE  
President

Enclosures



Addendum No. 1: Dated April 27, 2016, to bidding documents for the Town of Culpeper, Virginia, Well Nos. X1B and X1C Water Line Improvements (REBID), WW Associates, Inc. Project No. 215006.01.

From: WW Associates, Inc.

To: All Bidding Document Holders of Record

This addendum forms a part of the bidding documents and modifies the drawing and specifications dated March 11, 2016. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject the bidder to disqualification.

Attachments: (1) Bid Form (REBID)  
(2) Norfolk Southern Railroad Town of Culpeper Agreement

### Specifications

#### Section 01100 – Advertisement for Bids

First Paragraph is revised to read:

“Sealed bids on the referenced project will be received by the Director of Public Services at the Public Works Building, 15038 Service Lane, Culpeper, VA 22701 until 2:00 P.M., local prevailing time, Tuesday, May 24, 2016 and then publicly opened.”

Sixth Paragraph is revised to read:

“No pre-bid conference will be held.”

#### Section 01400 – General Requirements

Paragraph 1.3.9 is added to read:

“1.3.9 Contractor shall construct access roads within 90 days of Notice To Proceed.”

#### Section 02200 – Earthwork

Paragraph 3.4.1.16 is revised to read:

“3.4.1.16 Cows are kept on the X1B and X1C sites. In areas where cows are kept, the Contractor shall notify property owner prior to commencing work and keep owner advised of progress of work. Fences shall be kept secure at all times and cows protected from open ditches, machinery, blasting, and other construction activities. Provide temporary fencing as required to protect cows from the project site.”

Paragraph 3.13 is revised to read:

“3.13 Disposition of Surplus Material: Waste unsuitable soil materials off the

Owner's property as directed by the Owner and WW Associates in accordance with federal, state, and local regulations. A soil disposal site is available at the Town's Wastewater Treatment Plant. Comply with Town requirements for use of this site."

Section 02300 – Boring/Tunneling

Paragraph 2.8 is revised to read:

"2.8 Steel casing pipe for boring or jacking through soil under highways shall meet requirements of ASTM A139, Grade B and shall conform to Section 232.02 C(7) of the VDOT Road and Bridge Specifications. Steel casing pipe for boring or jacking under railroads shall be in accordance with the current edition of the American Railway Engineering and Maintenance – of – Way Association, (AREMA), Manual for Railway Engineering. Nominal pipe diameter and wall thickness shall be as indicated on the drawings. No interior lining and exterior coating, nor hydrostatic testing, will be required."

Paragraph 2.10 is added to read:

"2.10 Steel casing pipe for railroad crossings shall have a specified minimum yield strength, (SMYS), of at least 35,000 psi."

Appendix A:

The unsigned Norfolk Southern Railway Company/Town of Culpeper Agreement is being removed and replaced with the signed Agreement as part of this Addendum.

Drawings

Drawing C-6:

Revise Note 3 to read:

"3. Blasting is allowed for the bore pits. Ensure the bore pits are outside of the railway right of way."

Revise note on Plans for road crossing to reference detail on Dwg. C-13 in lieu of Dwg. C-9.

Drawing C-7:

Revise note of plans for Well X1B and X1C Water Treatment Building to reference Dwg. C-8 in lieu of Dwg. C-9.

End of Addendum No. 1

Contractor \_\_\_\_\_ Date \_\_\_\_\_  
VA License No. \_\_\_\_\_

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Section 01300  
Bid Form

Gentlemen:

The undersigned, having visited and examined the site and having carefully studied the drawings and project manual for the Town of Culpeper, Virginia, Well Nos. X1B and X1C Water Line Improvements, (REBID), hereby proposes to furnish all plant, labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project, in strict accordance with the drawings and technical specifications prepared by WW Associates, Engineers • Surveyors • Planners, dated March 11, 2016, together with addenda numbered \_\_\_\_\_, issued during bidding period and hereby acknowledged, subject to the terms and conditions of the agreement as follows:

Total Base Bid is defined as all work associated with the project for the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Notes:

- a) The basis of award for determining the low bidder shall be the lowest Total Base Bid.
- b) The Total Base Bid is founded upon furnishing equipment and materials of specified manufacturers.
- c) The Contractor is advised to refer to the Lines and Grades paragraph in Section 01400 -- General Requirements for bidding instructions on construction stakeout services.

It is understood and agreed that the Owner, in protecting his best interest, reserves the right to:

Reject any or all bids,

We are properly equipped to execute work as defined in the contract documents and so covered by this bid and will enter into agreement for the execution and completion of the work in accordance with the drawings, project manual, and this bid. We further agree that if awarded the contract, we will commence the work on the date stated in the "Notice to Contractor to Proceed," and will prosecute the work and shall be substantially complete as defined in the General Conditions within 150 calendar days, and complete all obligations within 180 calendar days.

The Owner and Contractor recognize that time is of the essence with this agreement and that the Owner will suffer financial loss if the work is not completed within 180 calendar days. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor therefore agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner five hundred dollars (\$500.00) for each day that expires after the time specified for substantial completion of this project.

Contractor \_\_\_\_\_ Date \_\_\_\_\_

VA License No. \_\_\_\_\_

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Enclosed herewith is the following security, offered as evidence that the undersigned will enter into agreement for the execution and completion of the work in accordance with the drawings and project manual:

Certified check for the sum of \_\_\_\_\_

Name of bank \_\_\_\_\_

Bidder's bond in amount of \_\_\_\_\_

Bond issued by \_\_\_\_\_

The undersigned further agrees that in case of failure on his part to execute the said agreement within 10 consecutive calendar days after written notice being given on the award of the contract, the monies payable by the securities accompanying this bid shall be paid to the Town of Culpeper, Virginia as liquidated damages for such failure; otherwise, the securities accompanying this bid shall be returned to the undersigned.

This bid is subject to acceptance within a period of 90 days from bid submission date.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

Contractor's Current Virginia Contractor License No. \_\_\_\_\_

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's Signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contractor \_\_\_\_\_ Date \_\_\_\_\_

VA License No. \_\_\_\_\_

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A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_  
(Signature of Corporate Secretary)

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Phone and Fax Number, and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_  
(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



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

215 735 0832 tel  
215 735 0883 fax

March 18, 2016

Herbert White III  
President  
WW Associate, Inc.  
P.O. Box 4119  
Lynchburg, VA 24502

**Subject:** Culpeper, Culpeper County, Virginia  
Milepost 66.43, Alexandria-Monroe Line, Piedmont Division  
Lat. N38.47736, Long. W77.97757

**Norfolk Southern Activity No. 1203578**

Proposed installation of a 12-inch ductile iron water pipe in a 24-inch steel casing

Dear Mr. White III:

Attached is the fully executed Maintenance Agreement dated March 10, 2016 between Norfolk Southern Railway Company and Town of Culpeper covering the above referenced project. Your project number Well No. X1B and XIC water lines

This letter acknowledges receipt of your payment in the amount of \$19,100.00, which covers the one-time fee of \$18,100.00 and the Railroad Protective Insurance Fee of \$1,000.00. Your Certificate of Liability Insurance has been reviewed by the Railway's Risk Manager and is acceptable. We note the expiration date of the certificate is July 1, 2016. If your construction will occur after the expiration date, you must furnish a renewal certificate to Norfolk Southern's Risk Manager prior to scheduling construction or contacting the Railway for Flagging.

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

***For Scheduling Flagging and Inspection***

Justin Brooks NS's Piedmont Division Engineer's office, (864) 255-4251

***For Railway Signal Identification***

Wendell C. Newhouse, General Supervisor Communications & Signals, (864) 255-4270

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,

James S. McKay  
Contract Administrator  
215-789-2159  
james.mckay@aecom.com

CC: Mary Ann Mullady

Archives / Lilburn

THIS AGREEMENT, dated as of the 10<sup>th</sup> day of March, 2016 is made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "Railway"); and

**TOWN OF CULPEPER**, a Virginia political subdivision, whose mailing address is 400 South Main Street, Suite 101, Culpeper, Virginia 22701 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove a 12-inch ductile iron water pipe in a 24-inch steel casing (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost 66.43, Alexandria-Monroe Line
- Latitude N38.47736, Longitude W77.97757
- Culpeper, Culpeper County, Virginia

the same to be located in accordance with and limited to the installation shown on print of drawings marked Sheets 1, 2 and 3, dated April 1, 2015 and Pipe Data Sheet attached hereto and made a part hereof; and

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

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of NINETEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$19,100.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000.00 and a one-time occupancy fee in the amount of \$18,100.00 and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

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



2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

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

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

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

7. Assumption of Risk. To the extent permitted by law, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee

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

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

Should Licensee engage a contractor(s) to install, construct, maintain or operate the Facilities, Licensee shall ensure that said contractor(s) executes and delivers to Railway a standard construction right-of-entry agreement in a form approved by Railway in its sole discretion prior to any entry onto the Premises by said contractor(s).

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

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

11. Insurance.

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

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000 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, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

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

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

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises

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

13. Assignments and Other Transfers.

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

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

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

15. Default; Remedies.

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

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

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

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

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

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

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

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

(a) If Licensee shall discontinue the use or operations of the Facilities; or

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

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

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

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

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

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

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

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

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

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

If to Railway:

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

If to Licensee:

Town of Culpeper  
400 South Main Street, Suite 101  
Culpeper, Virginia 22701  
Attention: Director of Public Services

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).

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

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

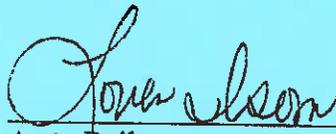
26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal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

[Remainder of page intentionally left blank]

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

Witness:

**NORFOLK SOUTHERN RAILWAY  
COMPANY**

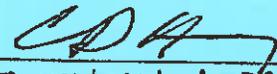
  
As to Railway

By:   
Real Estate Manager

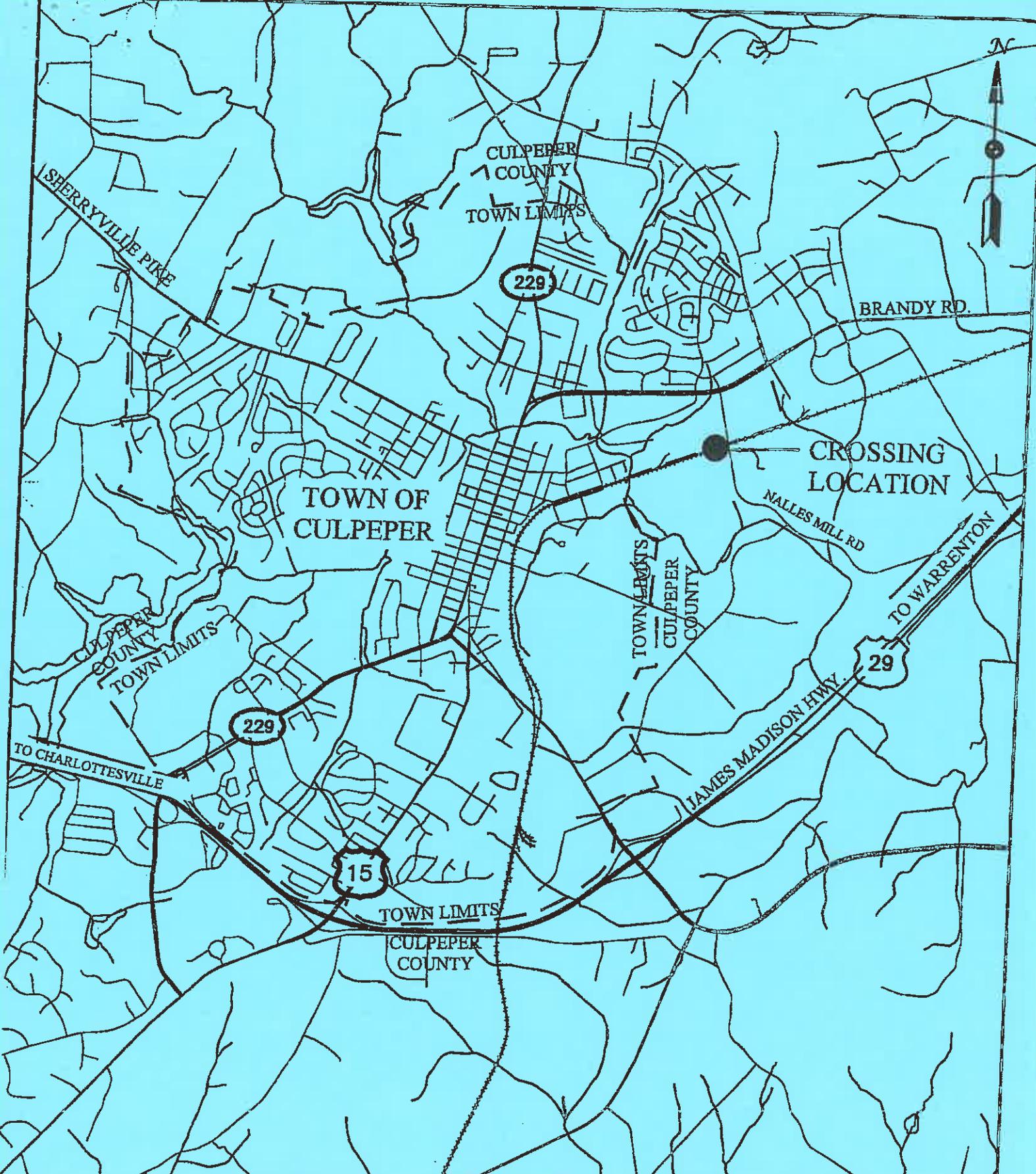
Witness:

**TOWN OF CULPEPER**

  
As to Licensee

By:   
Title: TOWN MANAGER

Activity Number 1203578  
PHK: Rev 1 - February 15, 2016  
File No. 1288034v2+



DESIGNED BY JAF	PROJECT TOWN OF CULPEPER, VIRGINIA WELL NOS. X1B AND X1C WATER LINE IMPROVEMENTS	REVISION NUMBER: -
DRAWN BY JAF	TITLE: RAILROAD CROSSING LOCATION MAP	FIGURE NUMBER: EX-1
APPROVED BY JAF	DATE: 3-27-15	SHEET NUMBER: 1 OF 3
WORK NUMBER: 215008.01	FILE NAME: 215008_CS	SCALE: 1" = 3,000' 1/2" = N/A

JACK & BORE  
RAILROAD CROSSING  
112 LF - NEW 24"  
STEEL CASING PIPE  
(MIN. 0.5" WALL  
THICKNESS)

MALONEY ACQUISITION, INC.  
TAX MAP #41, PARCEL 84  
DB 265-PG 01



POLE MARKER

12" 45' BEND  
(TYP OF 2)

40'L X 20'W BORE  
LAUNCH PIT

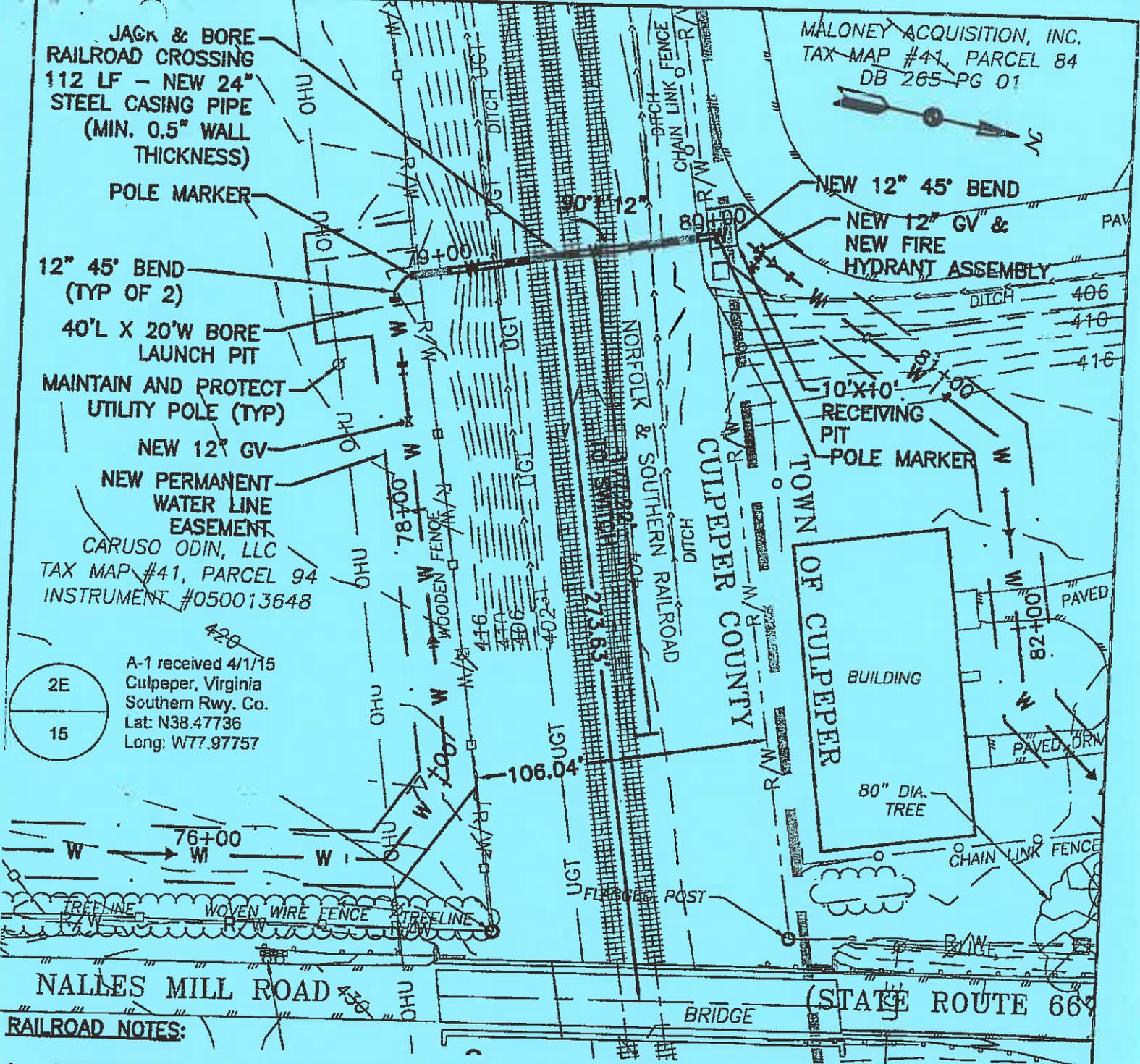
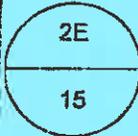
MAINTAIN AND PROTECT  
UTILITY POLE (TYP)

NEW 12" GV

NEW PERMANENT  
WATER LINE  
EASEMENT

CARUSO ODIN, LLC  
TAX MAP #41, PARCEL 94  
INSTRUMENT #050013648

A-1 received 4/1/15  
Culpeper, Virginia  
Southern Rwy. Co.  
Lat: N38.47736  
Long: W77.97757



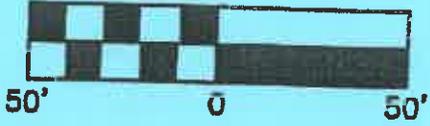
NALLES MILL ROAD (STATE ROUTE 66)  
BRIDGE

**RAILROAD NOTES:**

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMABLE AND NON-FLAMABLE SUBSTANCES.
3. BLASTING NOT PERMITTED.

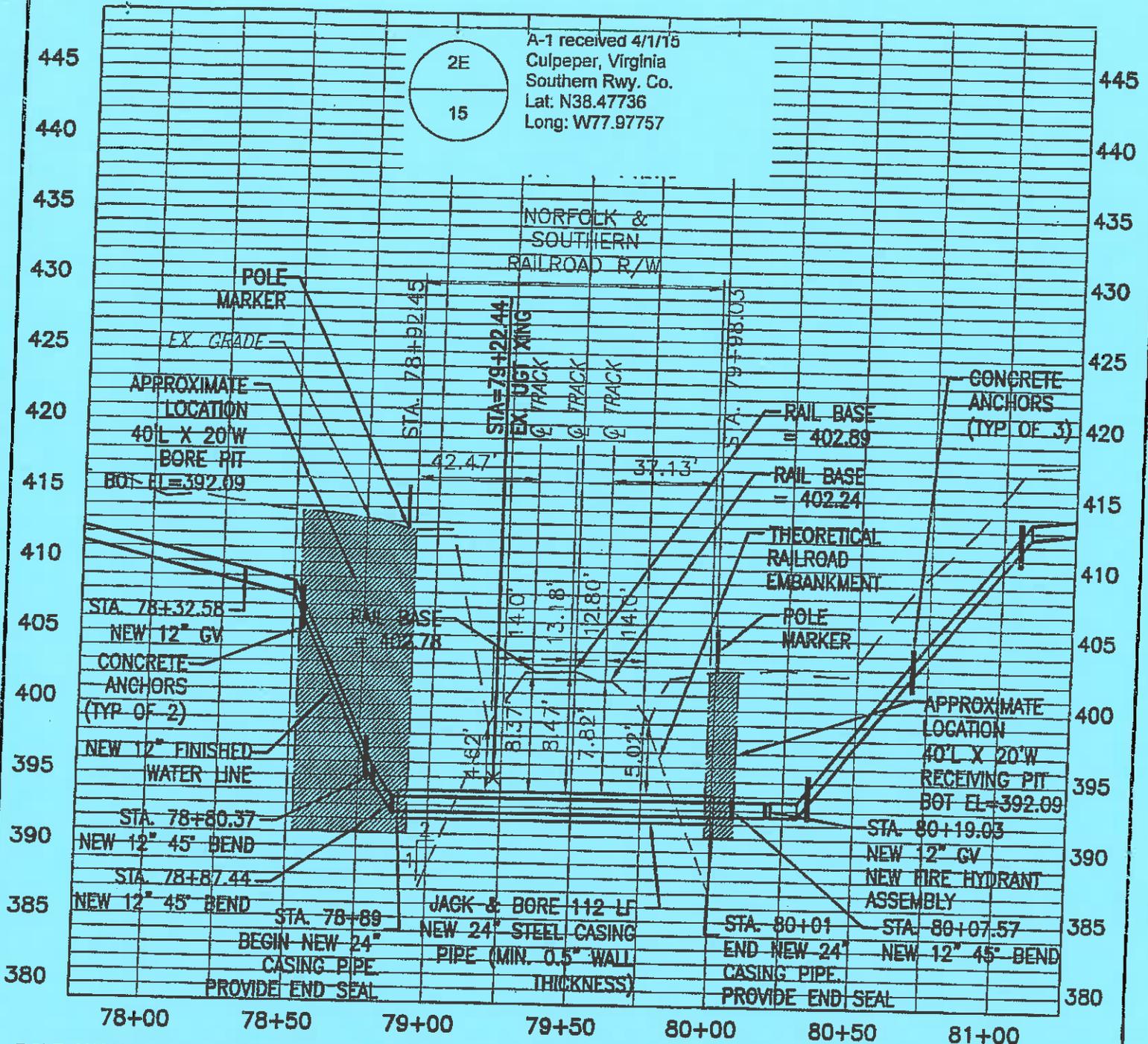
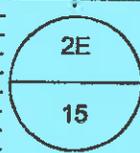
IF THIS DRAWING IS A REDUCTION  
GRAPHIC SCALE MUST BE USED

SCALE: 1" = 50'



<p>W &amp; W ASSOCIATES PO Box 4119 Lynchburg, VA 24501 Phone: 434/380-0000 www.wandw.com</p>	<p>DESIGNED BY JMF</p>	<p>PROJECT: TOWN OF CULPEPER, VIRGINIA WELL NOS. X1B AND X1C WATER LINE IMPROVEMENTS</p>		<p>REVISION NUMBER: -</p>
	<p>DRAWN BY JMF</p>	<p>TITLE: RAILROAD CROSSING PLAN</p>		<p>FIGURE NUMBER: EX-2</p>
	<p>CHECKED BY HFV</p>	<p>DATE: 215006.01</p>	<p>FILE NAME: 215006_PP4</p>	<p>SCALE: 1" = 50' N/A</p>
				<p>SHEET NUMBER: 2 OF 3</p>

A-1 received 4/1/15  
 Culpeper, Virginia  
 Southern Rwy. Co.  
 Lat: N38.47736  
 Long: W77.97757



POLE MARKER SHALL BE LABELED WITH THE FOLLOWING INFORMATION:

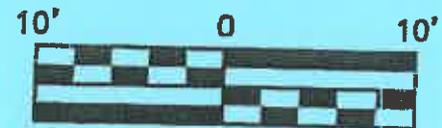
UTILITY: 12" WATER LINE W/ 24" CASING PIPE  
 OWNER: TOWN OF CULPEPER  
 TELEPHONE: 540-825-0285  
 APPROXIMATE DEPTH TO UTILITY:  
 8.56 FT TO TOP OF CASING PIPE  
 (NORTH SIDE OF TRACK)  
 18.45 FT TO TOP OF CASING  
 (SOUTH SIDE OF TRACK)

# PROFILE

SCALE: 1" = 50'

IF THIS DRAWING IS A REDUCTION GRAPHIC SCALE MUST BE USED

VERT: 1" = 10'



HORZ: 1" = 50'



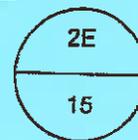
DESIGNED BY JMF	PROJECT: TOWN OF CULPEPER, VIRGINIA WELL NOS. X1B AND X1C WATER LINE IMPROVEMENTS			REVISION NUMBER: -
DRAWN BY JMF	TITLE: RAILROAD CROSSING PROFILE			FIGURE NUMBER: EX-3
REMOVED BY HFV	FILE NAME: 215008_PP4	DISCIPLINE: CIVIL	SCALE: 1/8" = 50' 1/4" = N/A	DATE: 3-27-15
DATE: 3-27-15	SHEET NUMBER: 3 OF 3			

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Potable Water	Carrier Pipe
NORMAL OPERATING PRESSURE	75 psi	N/A
NOMINAL SIZE OF PIPE	12"	24"
OUTSIDE DIAMETER	13.20"	24"
INSIDE DIAMETER	12.46"	23"
WALL THICKNESS	0.37"	0.50"
WEIGHT PER FOOT	49.6 lbs	140.8 lbs
MATERIAL	Ductile Iron	Steel
PROCESS OF MANUFACTURE	Centrifugally Cast	Spiral Welded
SPECIFICATION	ANSI A21.51/AWWAC 151	ASTM A139
GRADE OR CLASS	Class 52	Grade B
TEST PRESSURE	150 psi	N/A
TYPE OF JOINT	Restrained	Welded
TYPE OF COATING	Cement Mortar, Bituminous	None
DETAILS OF CATHODIC PROTECTION	None	None
DETAILS OF SEALS OR PROTECTION AT END OF CASING	None	Neo Rubber with Sizeless Steel Bands
CHARACTER OF SUBSURFACE MATERIAL	Rapidan-Penn Complex	Rapidan-Penn Complex
APPROXIMATE GROUND WATER LEVEL	>6.5'	>6.5'
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	US Web Soil Survey	US Web Soil Survey

Proposed Method of Installation:

- Bore and jack (per Section 5.1.3 of NSCE-8)
- Jacking (per Section 5.1.4 of NSCE-8)
- Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- Open Cut (per Section 5.1.2 of NSCE-8). 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 (Specify): \_\_\_\_\_



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NORFOLK  
 SOUTHERN