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|  | **Division/Branch**Address1Address2City, Alberta Postal CodeCanadaTelephone: ###-###-###[www.alberta.ca](http://www.alberta.ca) |

Our File:

Contract Number:

{Title} {First\_Name} {Middle\_Name} {Last\_Name}

{Job\_Title}

{Organization}

{Address}

{City}, {Province} {Postal\_Code}

Dear {Title} {Last\_Name}:

**Subject: NEW RAILWAY CROSSING – INTERSECTION HIGHWAY**

Please be advised that Transportation and Economic Corridors (the Department) acknowledges receipt of your cost estimate of $      for the above noted project. Cost apportionments of the total project cost are as follows: Your portion is       per cent; the Department’s portion is       per cent. The Department agrees to reimburse Company (the Railway Company) based on actual close-out costs. This letter constitutes the Department approval for the Railway Company to proceed with the construction of the proposed new railway crossing. If there is a variation of more than five per cent (5%) or $10,000 whichever is greater from the original cost estimate, the Railway Company must contact the Department immediately and obtain approval for the additional cost before proceeding with the work.

***Occupational Health and Safety Act***

The Department assigns prime contractor responsibilities, as specified in the *Occupational Health and Safety Act*, to all parties with which it enters into contracts and agreements. On highway and bridge construction or maintenance projects this would typically include a Contractor, a Consultant (the Department employs an engineering consultant on construction projects only), various Utility Companies and the Railway Company.

During the course of the project, the work sites of the Contractor, Consultant, the Utility Companies and the Railway Company may be separated by time, space, or, may be in the same general vicinity or may be adjacent, depending on the circumstances on the project at any given point in time. It is a requirement of all Department contracts and agreements that the Contractor, Consultant, Utility Companies and Railway Company working within the project limits, coordinate their respective activities, as outlined herein, to ensure a safe project. However, it is not the Department's intent that any of these parties be responsible to ensure that the other parties, or the other parties' subcontractors, have adequate health and safety process for their respective activities.

**Designation of Prime Contractor**

The Railway Company shall familiarize itself, its staff, and its subcontractors with the terms of the *Occupational Health and Safety Act* and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Railway Company acknowledges that it is and assumes all of the responsibilities and duties of the Prime Contractor, as defined by the *Occupational Health and Safety Act*, and that it shall as a condition of this Agreement, comply with the *Occupational Health and Safety* Act and the regulations thereunder.

**Coordinating Activities**

The Railway Company shall coordinate its activities on the project with those of the Consultant, the Contractor, and the Utility Companies. When the Consultant and/or Contractor and/or Utility Companies are conducting activities within the project limits the Railway Company shall liaise with the Consultant and/or Contractor as the case may be, and jointly develop a health and safety system or process for the affected worksites. The health and safety system or process agreed to by the parties must be in writing. Any changes required to the health and safety system must be agreed to by all affected parties and must also be in writing. Documenting the written health and safety system or process, including any required changes shall be the responsibility of the Contractor.

1. Coordinating activities on Highway and Bridge Construction Projects

For the purposes of coordinating activities on highway/bridge construction projects, the contact persons for the Contractor, Consultant, the Utility Companies, and the Railway Company shall be identified at the pre-construction meeting for the project. The responsibility to initiate contact for coordinating activities shall reside with the party entering a project or site on which work has commenced. This responsibility to initiate contact shall apply regardless of whether or not the worksites are separated by time and/or space, are in the same general vicinity or are adjacent.

1. Coordinating activities not associated with a Highway or Bridge Construction Project

When the activities of the Railway Company are not being performed on a highway/bridge construction project, the Railway Company shall contact the local Transportation and Economic Corridors office prior to commencing work, to obtain the name of the contact person for the Department’s highway maintenance contractor. The responsibility to initiate contact for coordinating activities shall reside with the party entering a project or site on which work has commenced. This responsibility to initiate contact shall apply regardless of whether or not the worksites are separated by time and/or space, are in the same general vicinity or are adjacent.

**Resolving Disputes Related to Coordination of Activities**

If the parties cannot agree on a process or system that addresses the safety concerns of all parties, work at the affected worksites shall cease and this matter shall be referred to the Consultant. However, if the Consultant is one of the parties involved in the dispute, or the Department has not employed a Consultant for the project, the matter shall be referred to the Department. The Consultant or Department as applicable, after review, will decide which party shall be responsible for resolving the disputed safety issue. Such decision shall be final and binding upon all parties.

**Responsibility for Subcontractors/Owner Operators**

The Prime Contractor shall, to the extent required by the *Occupational Health and Safety Act*, establish and maintain a health and safety system or process to ensure compliance to the Act by his subcontractors/owner operators.

A transfer of ownership of land from the existing road allowance will be made from the Crown to the Railway Company in exchange for a transfer of ownership of land required for the new crossing (as shown on the attached plan). All survey and associated land registration costs would be to the account of Transportation and Economic Corridors.

The cost of maintenance and operation of the signal protection shall be paid according to the current agreement which states that fifty per cent (50%) of the above mentioned cost is paid by Transportation and Economic Corridors and fifty percent (50%) by the Railway Company.

Other maintenance costs shall be apportioned based on seniority. According to current guidelines the road authority being the junior party at the new location shall be wholly responsible for the maintenance or the rubber planking.

The final invoice for your work must be accompanied by back-up documentation and detailed breakdown sufficient and reasonable to support the actual close-out costs claimed. The breakdown of the estimate for the project should include the following:

• Direct labour costs – hours and rates

• Sub-consultant/contractor charges – proof of payments

• Materials – proof of payments

• Salvage costs / credits (if applicable)

• Subsidiary costs if any (e.g. easements, etc.) – proof of payments

• Overheads – as percentage of total cost (per prior arrangement)

Please forward the invoice and associated documentation to the Consultant’s office for reimbursement.

Please have an authorized representative digitally sign and return the signed agreement for final signature. If hand signature is preferred, please sign two (2) copies of the agreement and return them by mail.

Sincerely,

Construction Manager, Region

Enclosure

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Authorized Representative of Witness

Company
Name, Title

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Date Date

cc: Consultant