

OVERPASS AGREEMENT

BNSF File No.: BF-20257236
Mile Post 034.483
Line Segment 477
U.S. DOT Number 980854V
Pike Peak Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of [_____, ____]
("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation
("**BNSF**") and the **Town of Castle Rock**, a political subdivision of the State of CO ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the [Town of Castle Rock], State of CO; and

WHEREAS, Agency desires to construct a new crossing at separated grades to be known as the Crystal Valley Parkway Overpass, D.O.T. No. **980854V**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1) The term "**Project**" as used herein includes any and all work related to the construction of the proposed [Crystal Valley Parkway] Overpass (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A, which is attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. During construction of the Structure, vehicular traffic will continue to utilize the existing at-grade crossings. Rail traffic will be not be displaced from the existing tracks. . Additionally, temporary controls during construction must comply with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

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Agency must also install and maintain fencing which will direct pedestrians around the construction site.

ARTICLE II) BNSF OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and Five Hundred No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of seventy-two thousand seven hundred thirty-seven and No/100 Dollars (\$72,737), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
 - B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;
 - C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure; and
 - D. Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) [twenty-six (26)] months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of one hundred forty-three thousand four hundred eighty-seven and No/100 Dollars (\$ 143,487) such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 17 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty-day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

- 2)** BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:
- A.** Procurement of materials, equipment and supplies necessary for the railroad work;
 - B.** Preliminary engineering, design, and contract preparation;
 - C.** Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;
 - D.** Furnishing engineering and inspection as required in connection with the construction of the Project;
 - E.** Providing a contract project coordinator, at Agency's expense, to serve as a project manager for the Project;
 - F.** If required, removal of the existing [Territorial Road and private] at-grade crossings, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof; and
 - G.** If required, construction of a temporary pedestrian at-grade crossing and installation of automatic warning devices, at Agency's expense.
- 3)** BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to

perform such work with its own employees working under applicable collective bargaining agreements.

- 4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.
- 5) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- 6) During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 1) Agency must furnish to BNSF electronic plans and specifications for the Project. Agency shall furnish copies of calculations in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to

mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

- 2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3) Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.
- 4) Agency must acquire all rights of way necessary for the construction of the Project.
- 5) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project..
- 6) Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
 - A. Construction of the Structure;
 - B. All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - C. Provide suitable drainage, both temporary and permanent;
 - D. Installation of a gate in the fence along the west boundary of BNSF's right of way in order to provide BNSF with permanent access for maintenance purposes;
 - E. Provide appropriate pedestrian control during construction;
 - F. Design and construction of a gate and accessible roadway along the track to be used for access to BNSF property located east of the track;
 - G. Installation and maintenance of an 10-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;

- H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
 - I. Installation and maintenance of bridge lighting on the underside of the Structure;
- 7) Agency must apply and maintain said D.O.T. Crossing number 980854V in a conspicuous location on the Structure.
- 8) Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 9) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 10) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 11) Agency or its contractor(s) must submit electronic copies of any plans (including calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, Agency must submit for approval two (2) copies of a professionally engineered demolition plan, as set forth in Exhibit F, with applicable calculations to BNSF's Manager of Public Projects.
- 12) Agency must include the following provisions in any contract with its provider(s) performing work on said Project:
- A. The Provider is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Provider will be responsible for contacting BNSF and the

telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

- B. The Provider will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Provider must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- C. Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the Agency or BNSF until these items are completed.
- D. In addition to the liability terms contained elsewhere in this Agreement, the Provider hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Provider, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Provider, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit F attached hereto and by reference made a part hereof.

14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

- B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- D. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative, TBD, a minimum of four (4) weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- E. The plans and specifications for the Project must be in compliance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F, attached to this Agreement and incorporated herein.

15) Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16) **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY**

PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

IT IS MUTUALLY NEGOTIATED BETWEEN THE PARTIES THAT THE INDEMNIFICATION OBLIGATION SHALL INCLUDE ALL CLAIMS BROUGHT BY CONTRACTOR'S EMPLOYEES AGAINST BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, AND CONTRACTOR EXPRESSLY WAIVES ANY IMMUNITY OTHERWISE PROVIDED UNDER APPLICABLE STATE WORKERS COMPENSATION OR SIMILAR LAWS AND ASSUMES POTENTIAL LIABILITY FOR ALL ACTIONS BROUGHT BY ITS EMPLOYEES.

17. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. The Agency's obligations under this Agreement are subject to annual appropriation by the Town Council of the Agency, provided that, Agency represents and warrants that the Agency's obligation for the cost of construction of the Project as provided herein has either already been approved for expenditure as part of the current or pending appropriation(s) or is funded by third party sources, including grants, and not subject to appropriation. Any failure of a Council annually to appropriate adequate monies to finance the Agency's continuing obligations in subsequent fiscal years under the Easement or this Agreement shall terminate the Easement, this Agreement, and the Agency and BNSF's obligations thereunder at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to BNSF of any failure to appropriate such adequate monies. The parties understand and agree that in the event this Agreement is terminated pursuant to the provisions of this Section, both parties shall be relieved of any obligations arising out of this Agreement that would be inconsistent with the termination of this Agreement. Each party reserves its rights, and acknowledges that the other party's rights are also reserved, to seek relief from the Colorado Public Utilities Commission ("Commission") for any installation, construction, or maintenance obligations arising out of a Commission decision that would be inconsistent with the termination of this Agreement hereunder.

18) Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

- 19) Agency must perform all necessary work to obtain the permanent closure and vacation of the existing private crossings impacted by the Project across BNSF's right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with Agency to achieve the closure and vacation of Territorial Road at-grade crossing (DOT 003598N) and 003596A, 003595T and 003594L private at-grade crossings and will remove the crossing surface within its right-of-way.

ARTICLE IV **JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

- 1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the [BNSF's Manager of Public Projects].
- 2) The work hereunder must be done in accordance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and the detailed plans and specifications approved by BNSF.
- 3) Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance

has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

- 5) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify for appropriate corrective action.

BNSF will contribute \$920,243.70 as outlined in Exhibit D (**hereinafter referred to as "BNSF's Share"**) towards the total actual costs of the Project. BNSF's Share will be based on the costs for preliminary engineering, right-of-way and construction within the following limits;

- A. Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- B. Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

Additionally, local, state and federal funds will be used in the construction of the Project. The total actual cost of construction for the Project is presently estimated to be [Agreement Maximum], more particularly described (together with BNSF's Share) on Exhibit G attached hereto and incorporated herein.

- 6) Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar

taxes), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

- 7) All expenses detailed in statements sent to Agency pursuant to Article II, Section 7 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8) The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.
- 9) Subject to the restrictions imposed by Article IV, Section 8 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. 980854V and must state the time that construction activities will begin.
- 10) In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:
 - A. Agency will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b). Agency and BNSF shall perform the necessary work to obtain the permanent closure of Territorial Road at-grade crossing and] the three (3) private crossings impacted by the Project (003596A, 003595T, and 003594L). Such closure shall be completed by December 31, 2025.
 - B. Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.

- C. Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- D. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- E. Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- F. If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to BNSF prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "BNSF" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.

- 11)** Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes.

- 12) Agency must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as one set of electronic as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.
- 13) Subject to the restrictions imposed by Article IV, Section 8 above and in accordance with the requirements of Article III, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 14) In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of Agency.
- 15) Agency may, at Agency's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.
- 16) Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of CO and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice, or, should Federal Funds be obtained and used on the Project, a period of three (3) years from the date of the final BNSF invoice, under this Agreement.

- 17)** The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 18)** In the event construction of the Project does not commence within twelve (12) months of the Effective Date, this Agreement will become null and void.
- 19)** Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 20)** To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 21)** This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 22)** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects
3700 Globeville Road
Denver, CO 80216

Agency: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

AGENCY

TOWN OF CASTLE ROCK

By: _____

Printed Name: _____

Title: _____

WITNESS:

Exhibit A

Oversight / NHS

FHWA PROJECTS OF DIVISION
INTEREST (P&DI) OVERSIGHT? ☐ NO ☒ YES

NATIONAL HIGHWAY SYSTEM? ☐ NO ☒ YES

SUMMARY OF VARIANCES

VARIANCE	VARIANCE NO.

INDEMNIFICATION AND ADHERENCE TO STANDARDS STATEMENTS

THESE PLANS HAVE BEEN REVIEWED BY THE TOWN OF CASTLE ROCK FOR CONCEPT ONLY. THE REVIEW DOES NOT IMPLY RESPONSIBILITY BY THE REVIEWING DEPARTMENT, THE TOWN ENGINEER, OR THE TOWN OF CASTLE ROCK FOR ACCURACY AND CORRECTNESS OF THE CALCULATIONS. FURTHERMORE, THE REVIEW DOES NOT IMPLY THAT QUANTITIES OF ITEMS ON THE PLANS ARE THE FINAL QUANTITIES REQUIRED. THE REVIEW SHALL NOT BE CONSTRUCTED FOR ANY REASON AS ACCEPTANCE OF FINANCIAL RESPONSIBILITY BY THE TOWN FOR ADDITIONAL QUANTITIES OF ITEMS SHOWN THAT MAY BE REQUIRED DURING THE CONSTRUCTION PHASE.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF CASTLE ROCK MUNICIPAL CODE, TECHNICAL MANUALS AND OR OTHER TOWN APPROVED APPLICABLE STANDARDS

TOWN APPROVAL BLOCK

TOWN OF CASTLE ROCK APPROVAL
PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM DATE OF
DEVELOPMENT SERVICE APPROVAL

APPROVED BY:

DEVELOPMENT SERVICES

DATE

PROFESSIONAL ENGINEER CERTIFICATION

I HEREBY AFFIRM THAT THESE FINAL CONSTRUCTION PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH ALL APPLICABLE TOWN OF CASTLE ROCK AND STATE OF COLORADO STANDARDS AND STATUTES, RESPECTIVELY; AND THAT I AM FULLY RESPONSIBLE FOR ALL DESIGN AND REVISIONS RELATIVE TO SAID PLANS.

(CIVIL ENGINEER SIGNATURE AND SEAL HERE)

DATE

ENGINEER HAS PRIMARY RESPONSIBILITY FOR THE DESIGN

PUBLIC IMPROVEMENT CONSTRUCTION PLANS

TOWN OF CASTLE ROCK

DEPARTMENT OF PUBLIC WORKS

CAPITAL IMPROVEMENT PLAN FOR THE PUBLIC WORKS DEPARTMENT

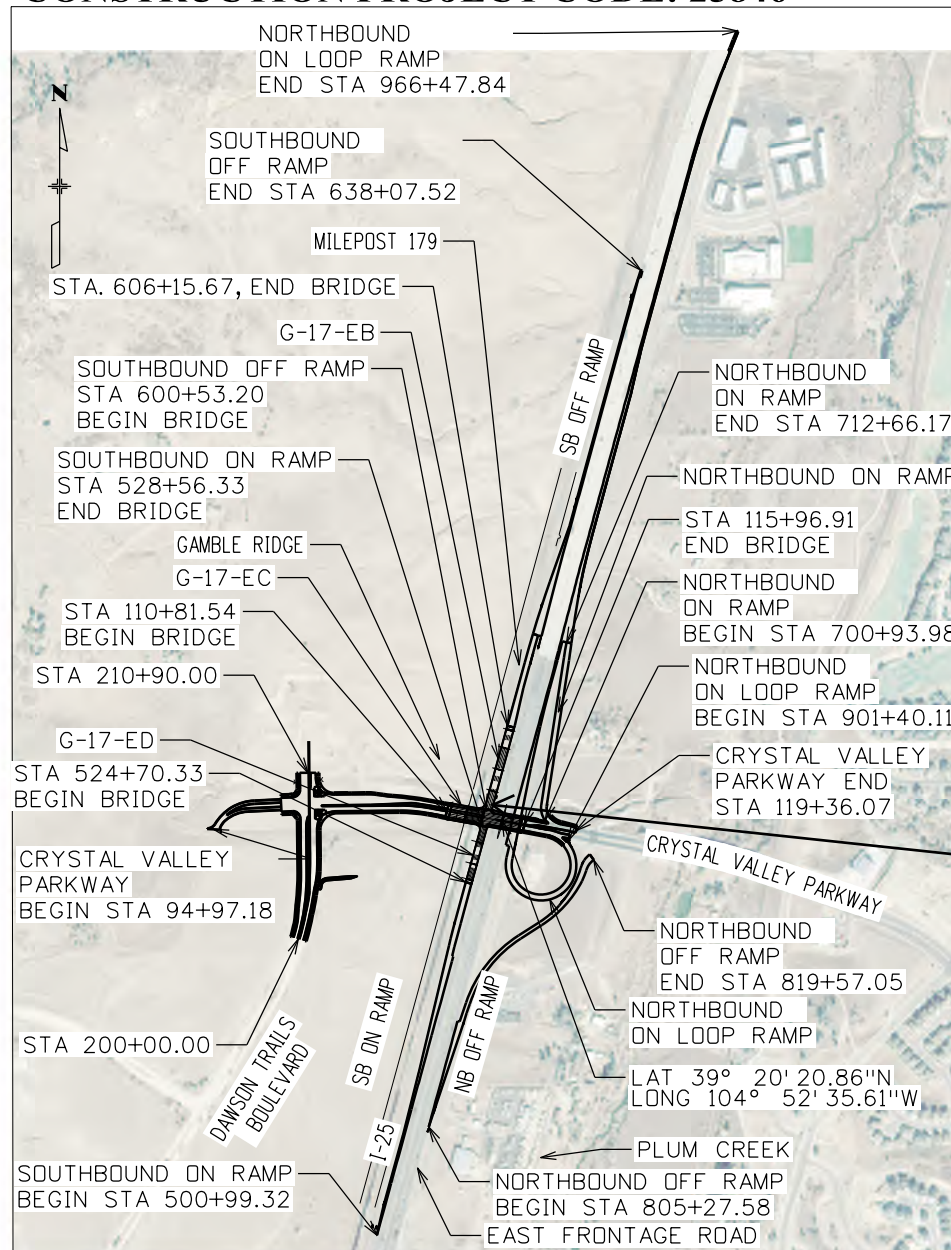
TOWN OF CASTLE ROCK, PROJECT NO CIP22-0013

FEDERAL AID PROJECT NO NHPP 0252-518

CRYSTAL VALLEY INTERCHANGE-PACKAGE 2

DOUGLAS COUNTY, COLORADO

CONSTRUCTION PROJECT CODE: 25846



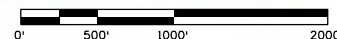
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GENERAL NOTES	4 - 9
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BNSF OVERPASS
PIKES PEAK SUB. M.P. 034.483
LATITUDE: 39.33913
LONGITUDE: -104.87656

100% RAILROAD
SUBMITTAL
DECEMBER 5, 2023

PROJECT LOCATION MAP



Print Date: 9/14/2023

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CASTLE ROCK, CO 80109
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FAX 303 660-1025

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CRYSTAL VALLEY INTERCHANGE - PACKAGE 2

TITLE SHEET

Designer:SSW

Detailer: MJA

Sheet Subset:TITLE

Structure
Numbers

Subset Sheets: TS01 of 3

Project No./Code

NHPP 0252-518

25846

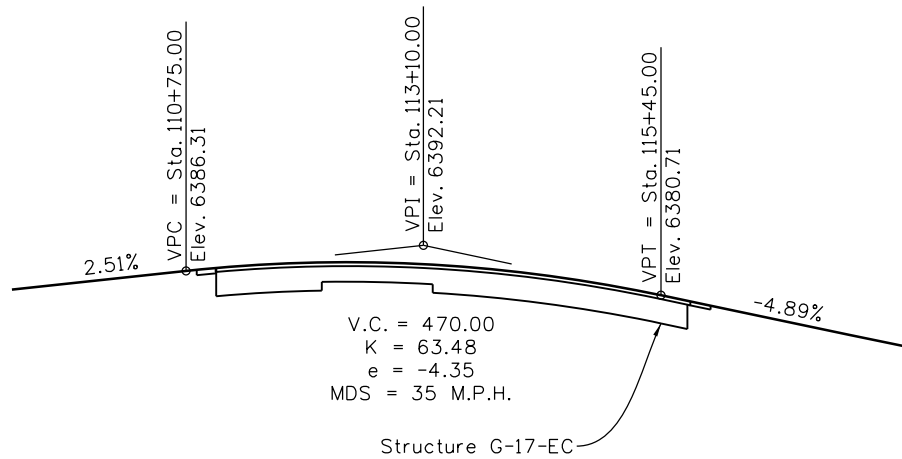
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AR	05/23	AR	05/23	AR	05/23
Checked By	Checked By	Checked By	Checked By	Checked By	Checked By

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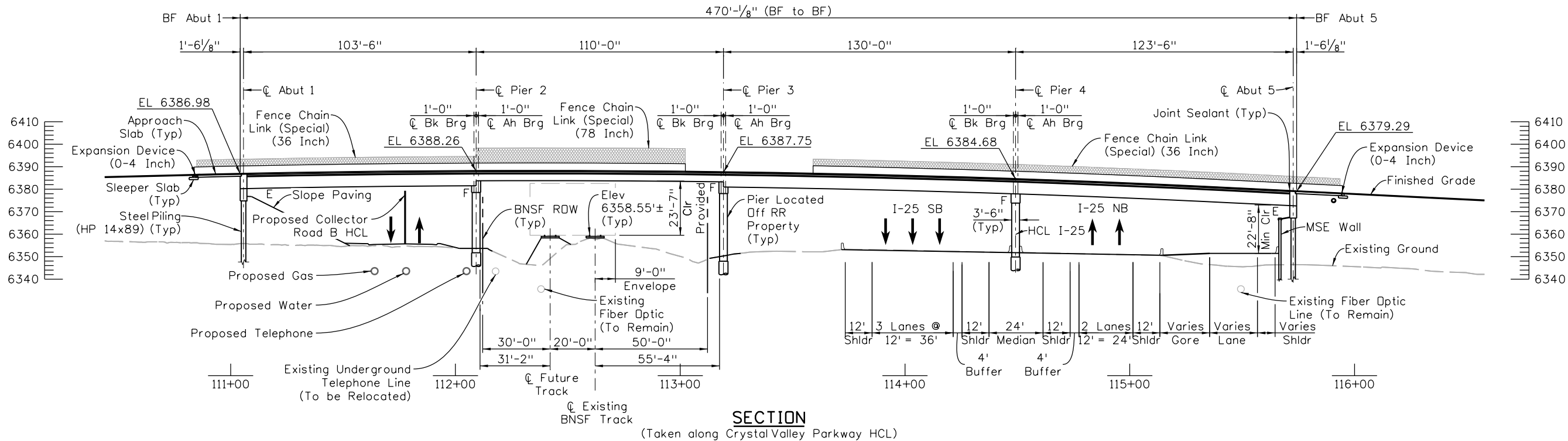


CRYSTAL VALLEY PARKWAY PROFILE

NOTES:

1. Utility relocations are identified in PLAN. For all utilities identifications, see Foundation Layout sheet and reference Utility Plans and details.

TOP OF DRILLED SHAFT ELEVATIONS	
Location	Elevation (ft)
Pier 2 Min	6346.00
Pier 2 Max	6349.25
Pier 3	6346.00
Pier 4	6349.50



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Unit Information 0221 Unit Leader Initials TRS

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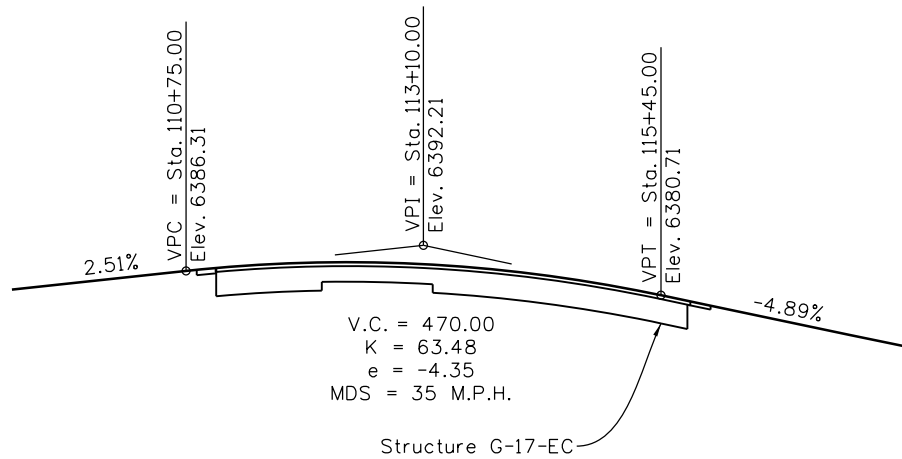
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CASTLE ROCK, CO 80109
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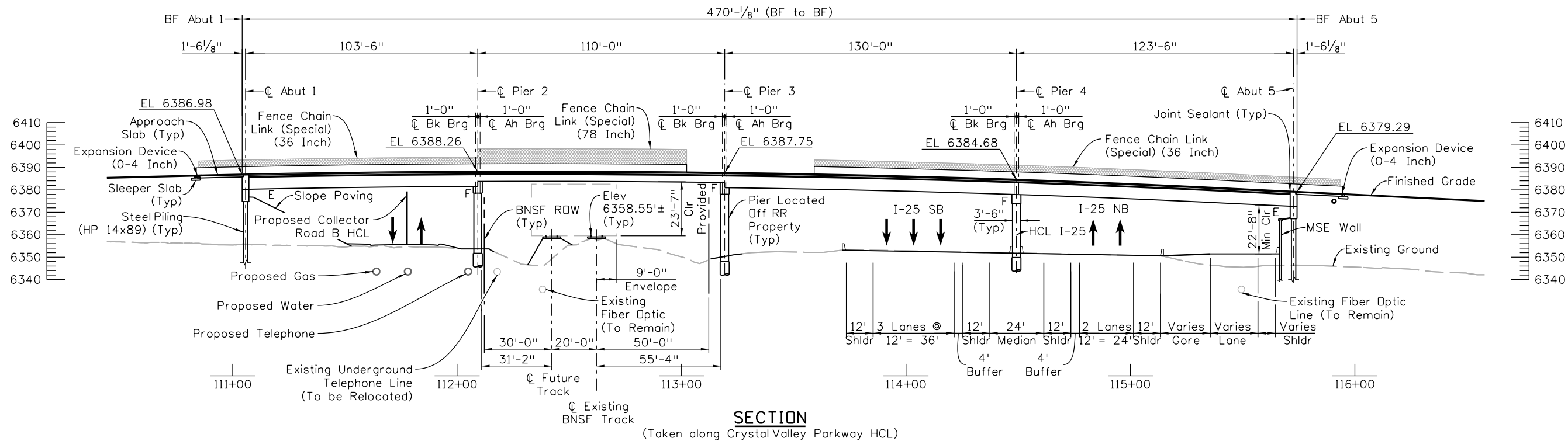


CRYSTAL VALLEY PARKWAY PROFILE

NOTES:

- Utility relocations are identified in PLAN. For all utilities identifications, see Foundation Layout sheet and reference Utility Plans and details.

TOP OF DRILLED SHAFT ELEVATIONS	
Location	Elevation (ft)
Pier 2 Min	6346.00
Pier 2 Max	6349.25
Pier 3	6346.00
Pier 4	6349.50



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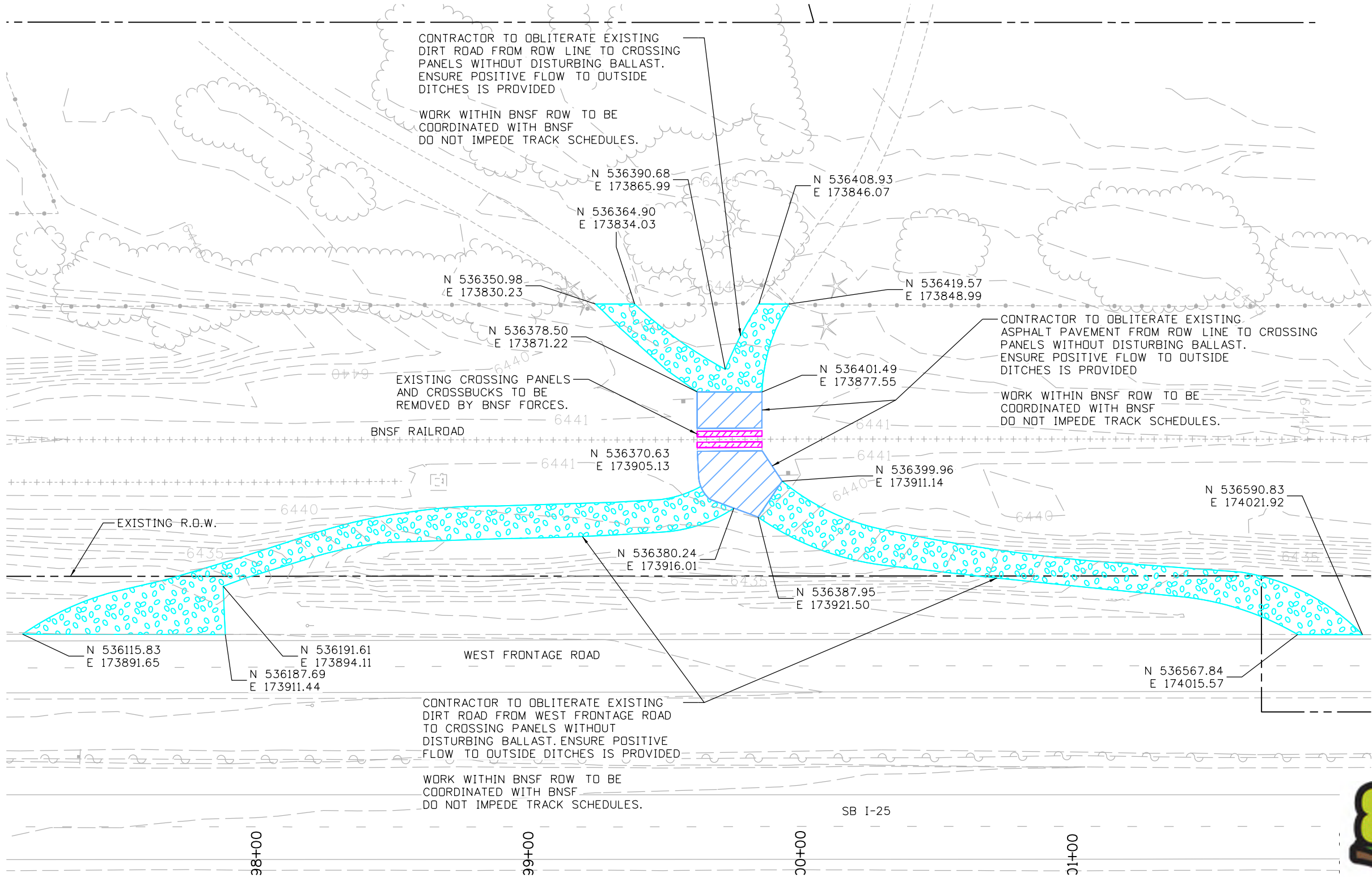
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Detailer: A. Quintana			
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NOTES:
1. WORK FOR CROSSING CLOSURE CANNOT BEGIN PRIOR TO RESIDENCE/BUSINESS BEING PROVIDED ACCESS FROM NEW DAWSON TRAILS BLVD.

LEGEND

- REMOVAL OF ASPHALT MAT
- REMOVAL OF DIRT ROAD
- REMOVAL OF CONCRETE CROSSING PANELS BY OTHERS



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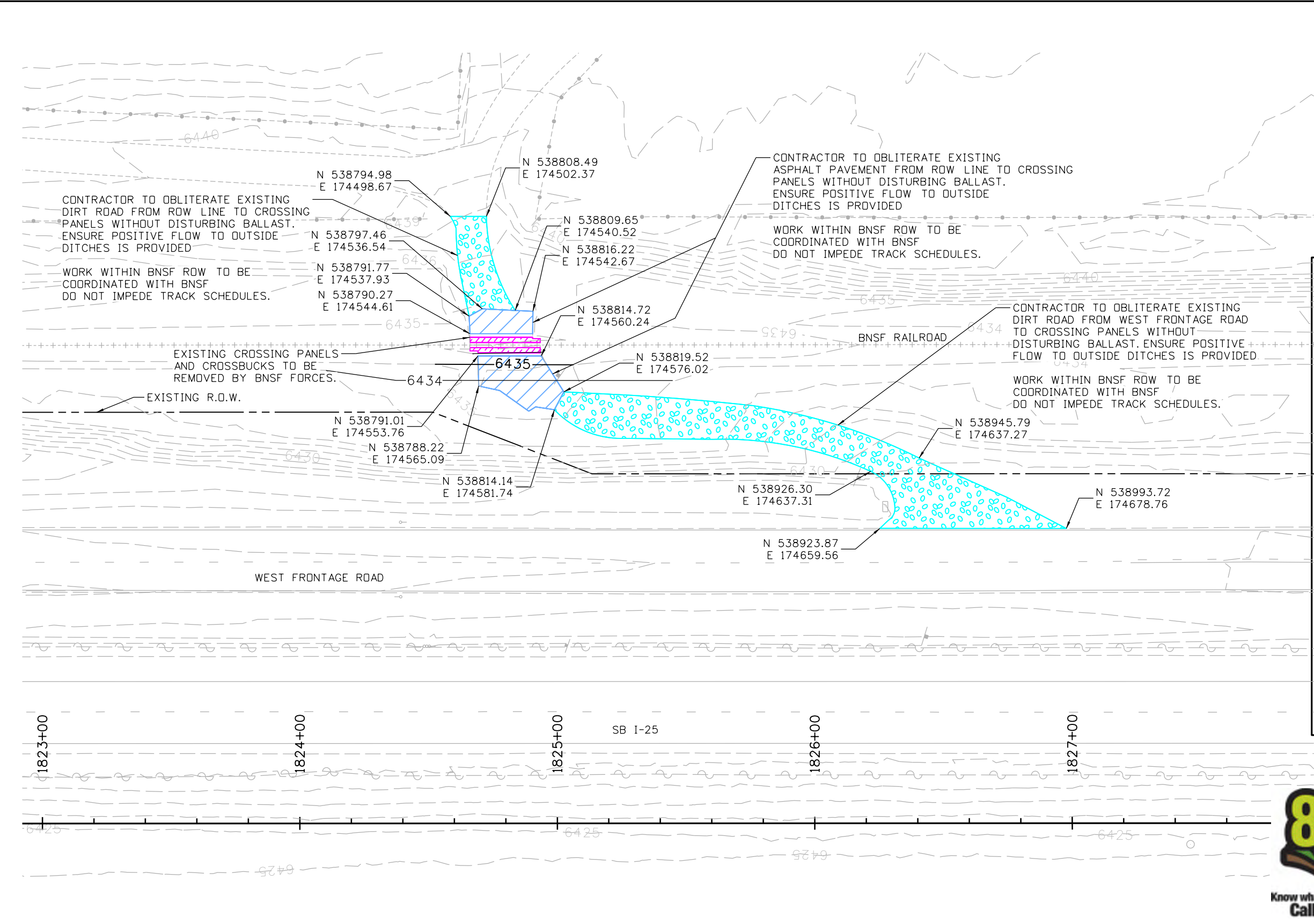
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CASTLE ROCK, CO 80109
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**TOWN OF
CASTLE ROCK
COLORADO**

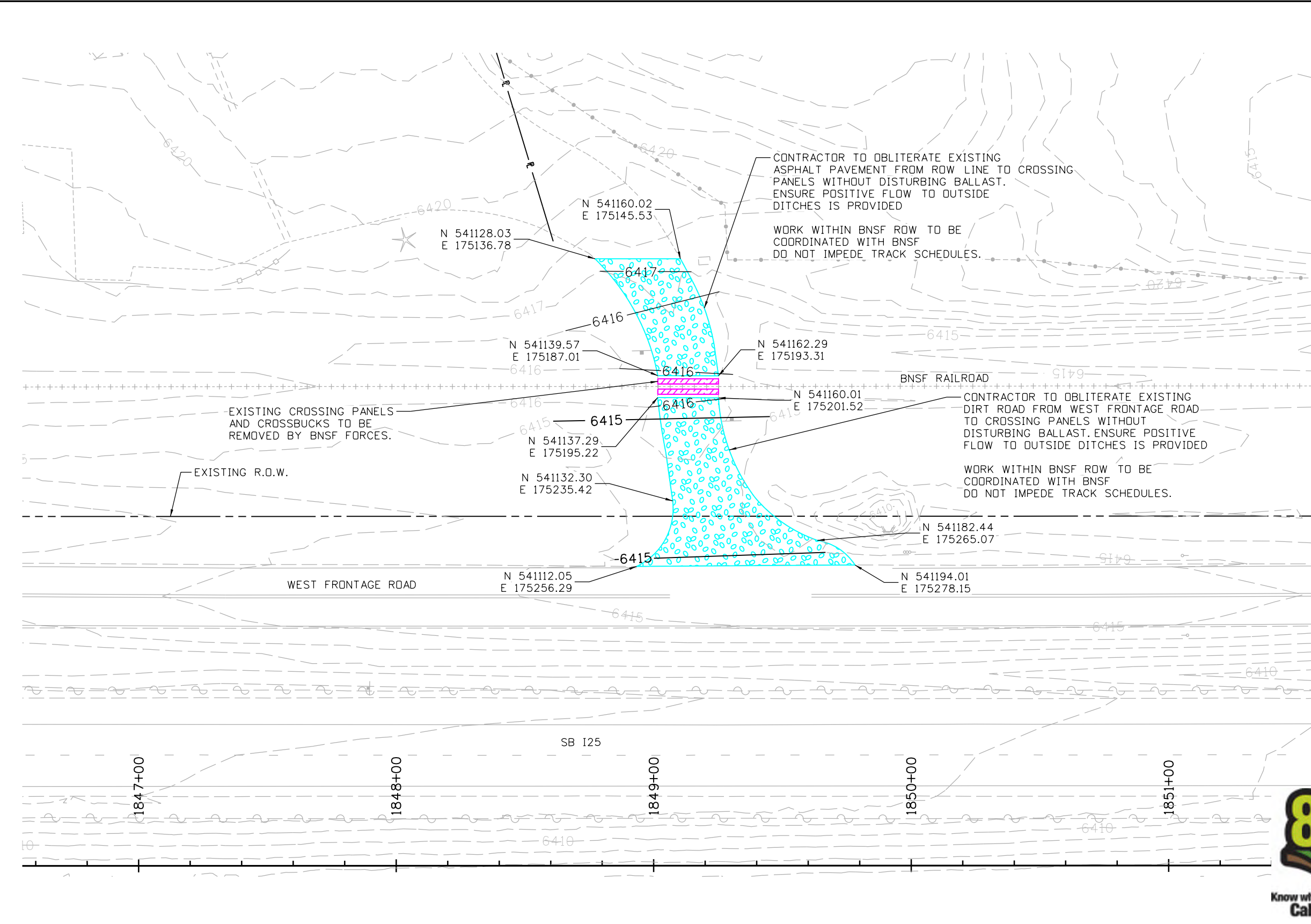
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- REMOVAL OF DIRT ROAD
- REMOVAL OF CONCRETE CROSSING PANELS BY OTHERS



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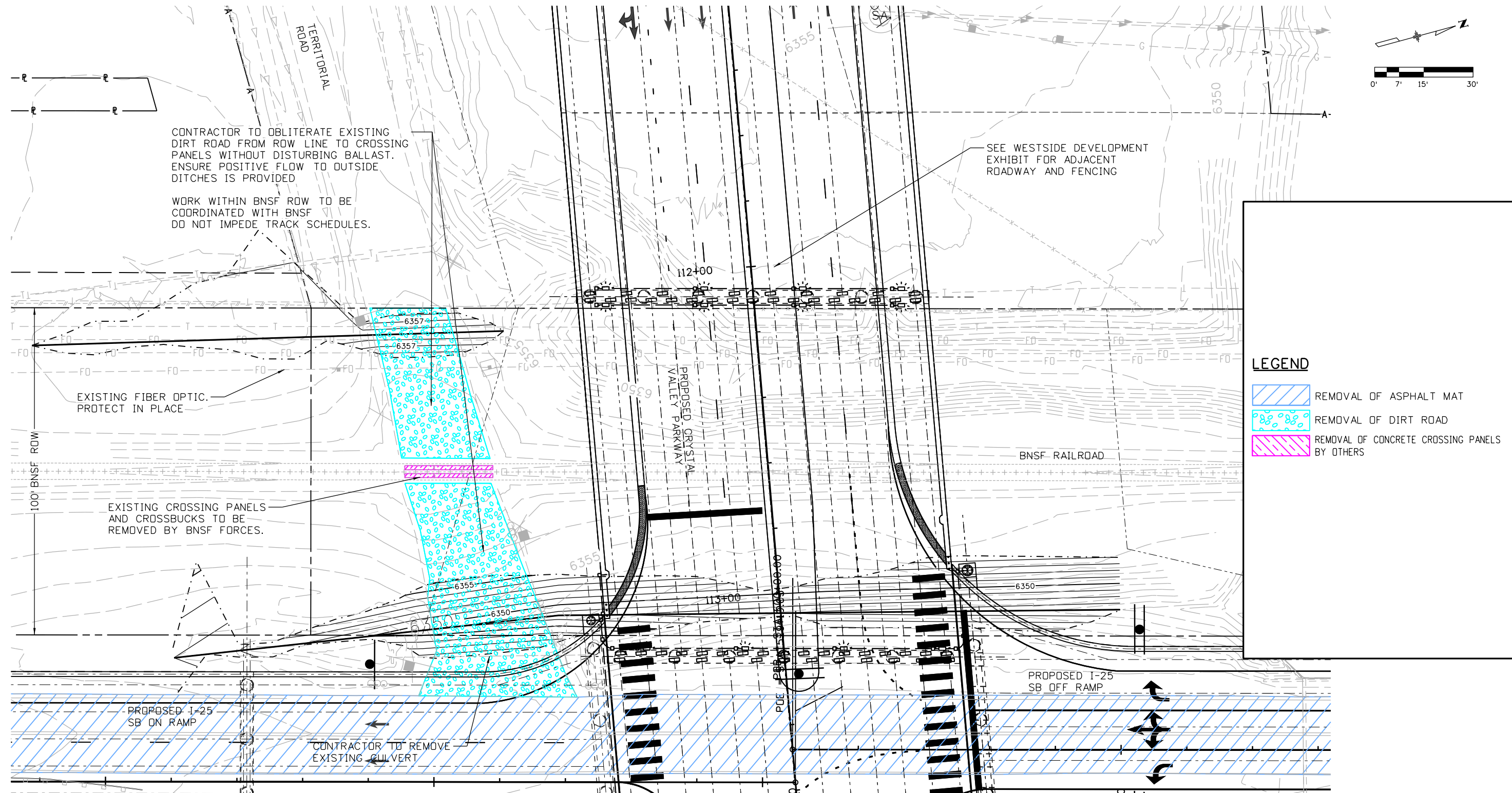
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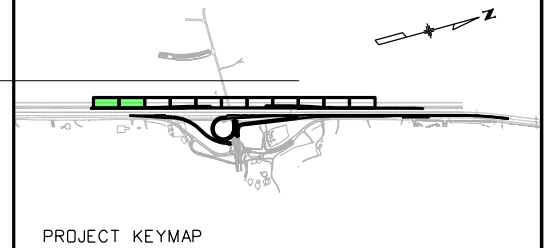
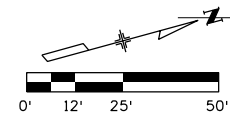
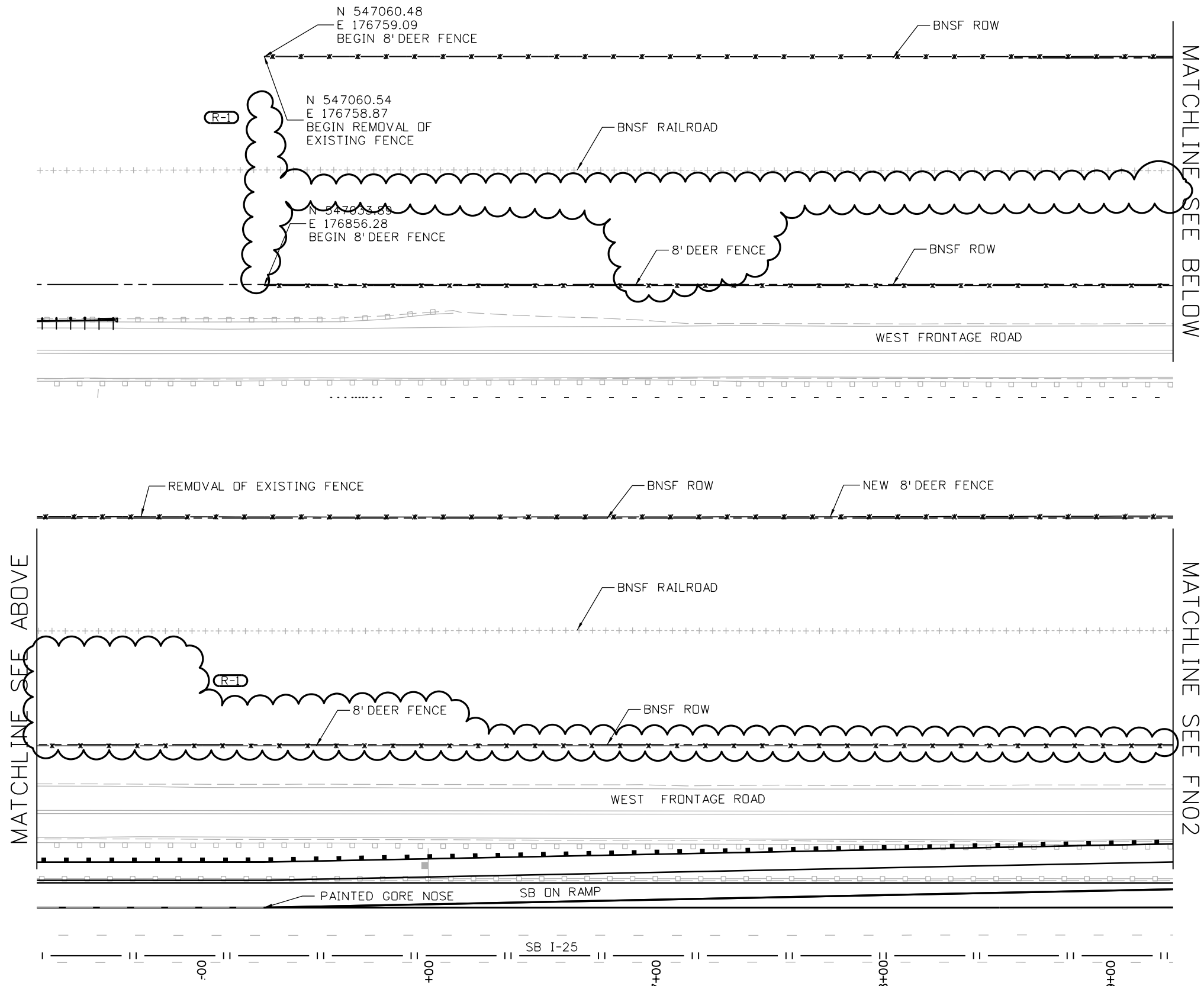
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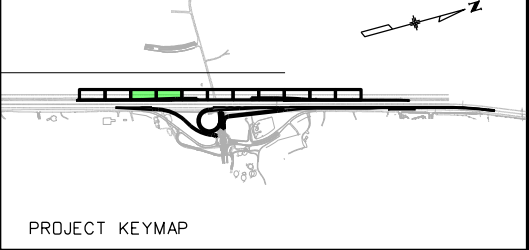
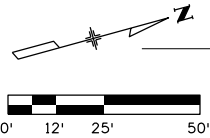
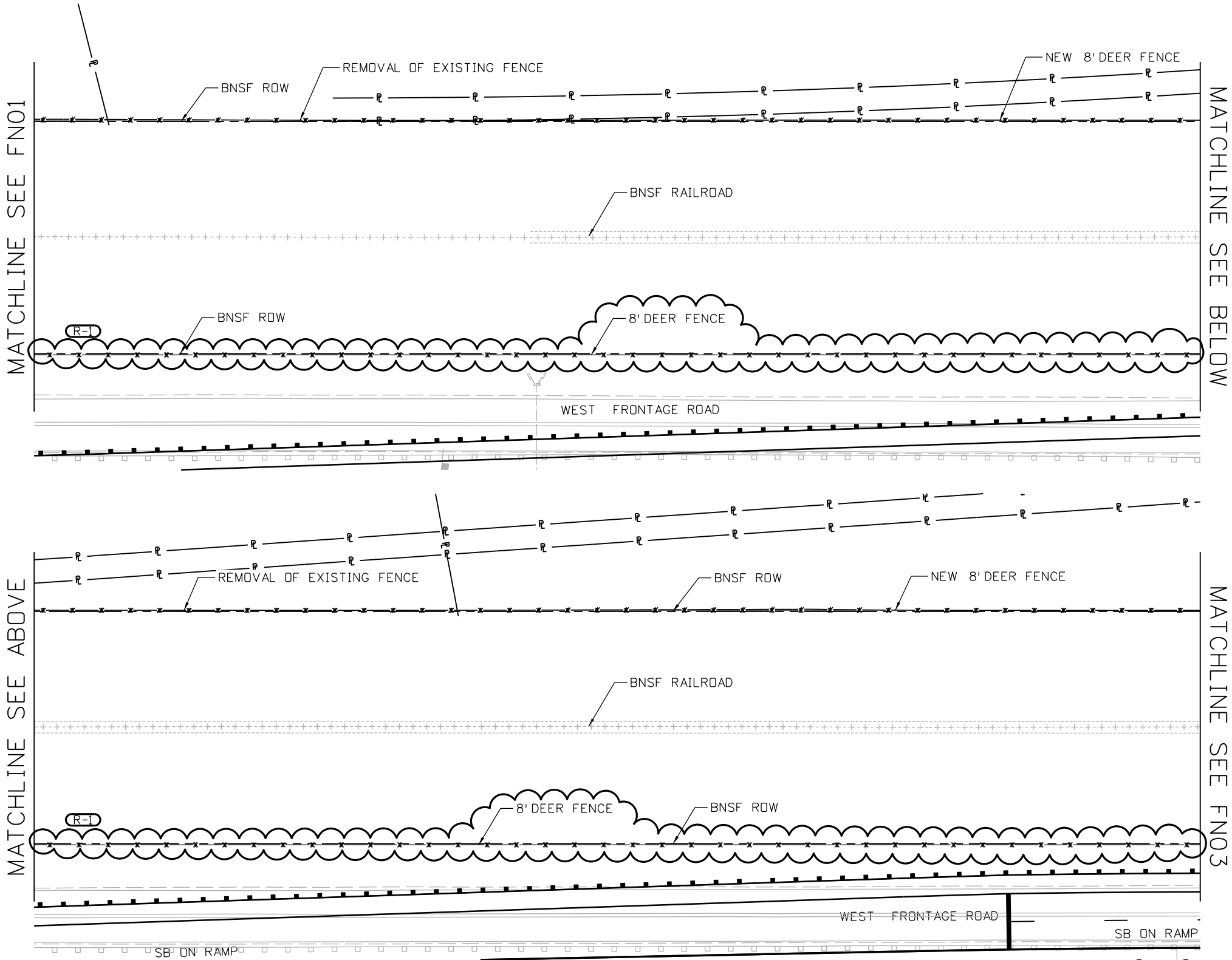
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- /-/-/-/-/-/-/-/-/-/-/-/-/- FENCE REMOVAL

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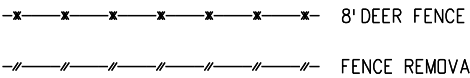
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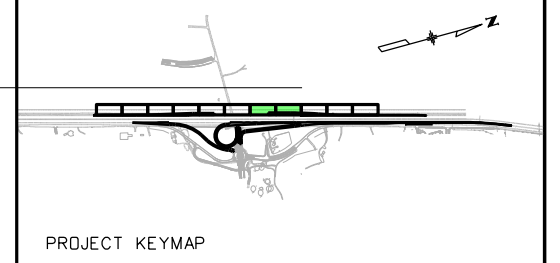
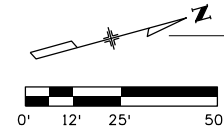
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CASTLE ROCK, CO 80109
PHONE 303 660-1020
FAX 303 660-1025

As Constructed
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Revised:
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Detailer: DMB	Numbers		
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Project No./Code
NHPP 0252-518
25846
Sheet Number 39

Sheet Number **40**



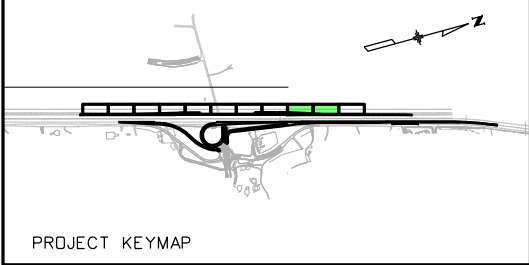
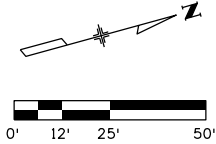
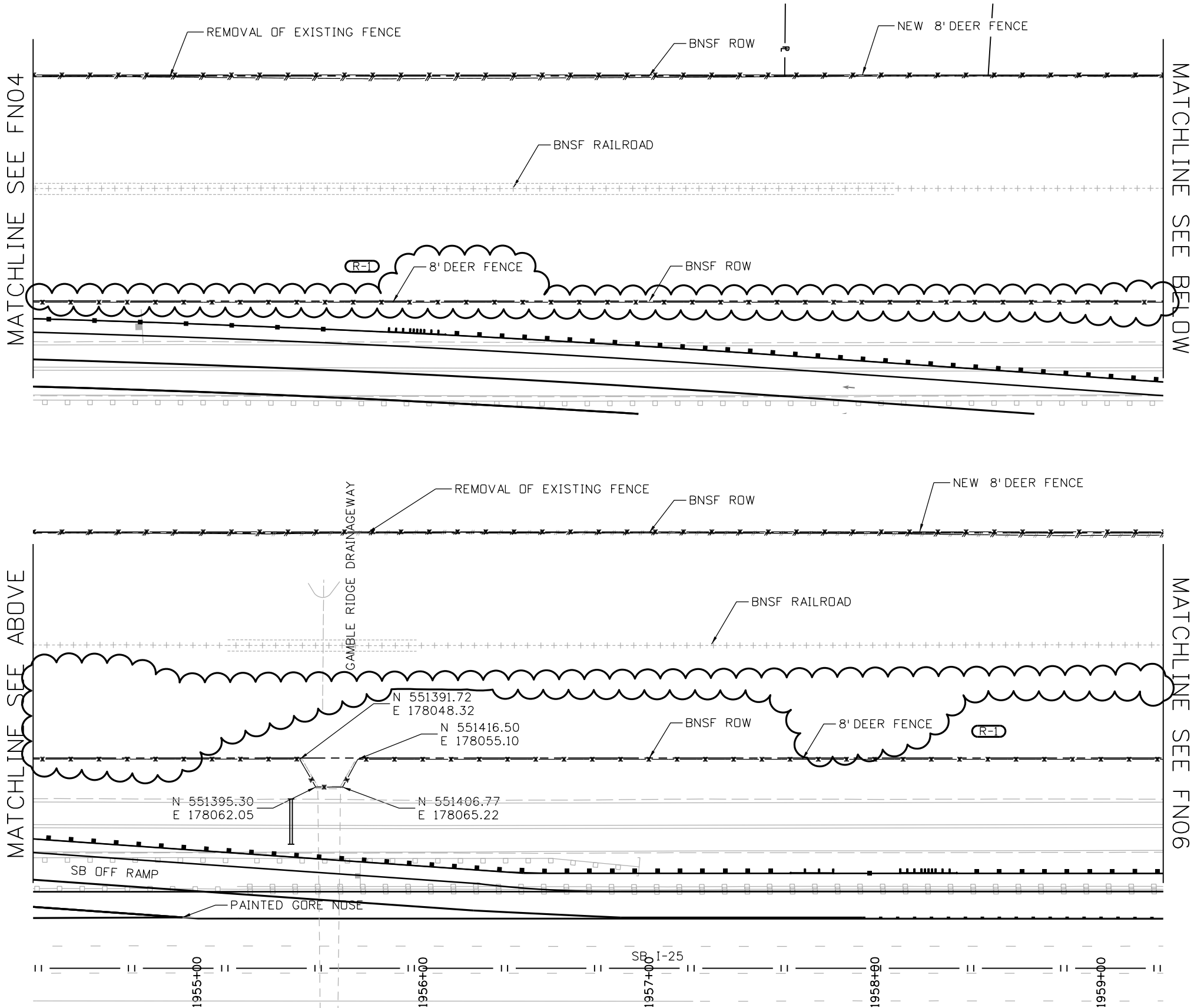
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Revised:	Designer:SSW	Structure		25846
	Detailer: DMB	Numbers		
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FENCING NOTES

1. SEE WEST FRONTAGE ROAD CLOSURE DETAILS FOR ADDITIONAL FENCING INFORMATION.

FENCING LEGEND

- x—x—x—x—x—x—x—x— 8' DEER FENCE
-/-/-/-/-/-/-/-/-/-/-/-/-/- FENCE REMOVAL

Print Date: 11/17/2023
File Name: 24262-P2_012-02_JEG_GF05.dgn
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Sheet Revisions		
Date:	Comments	Init.
11/29/2023	REVISED FENCE	WCV



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CASTLE ROCK, CO 80109
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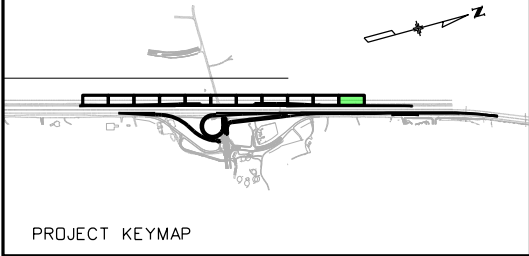
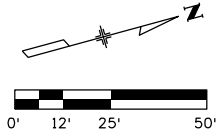
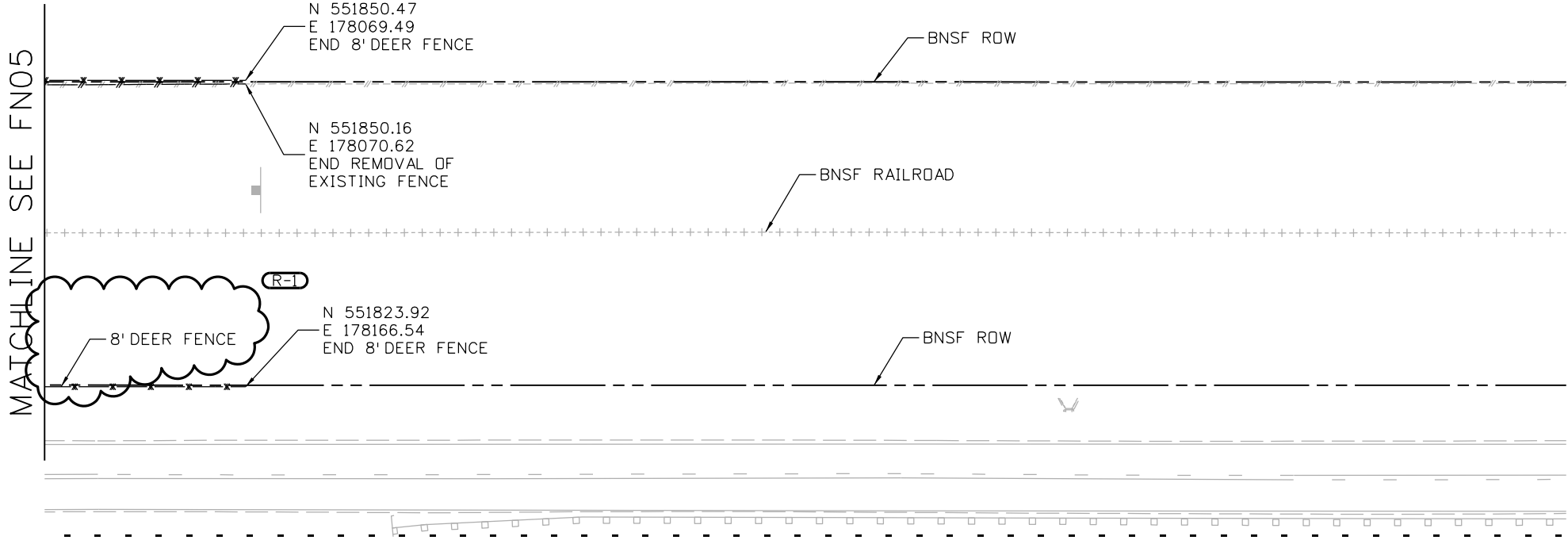
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CRYSTAL VALLEY INTERCHANGE - PACKAGE 2			
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Designer:SSW	Structure		
Detailer: DMB	Numbers		
Sheet Subset:FENCING	Subset Sheets: FN05 of 6		

Project No./Code
NHPP 0252-518
25846
Sheet Number 42

FINAL DESIGN - FOR CONSTRUCTION

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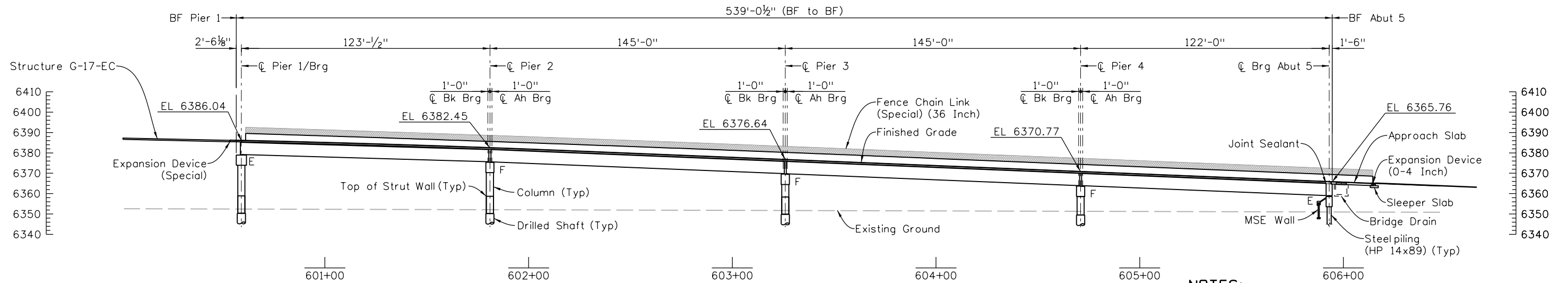
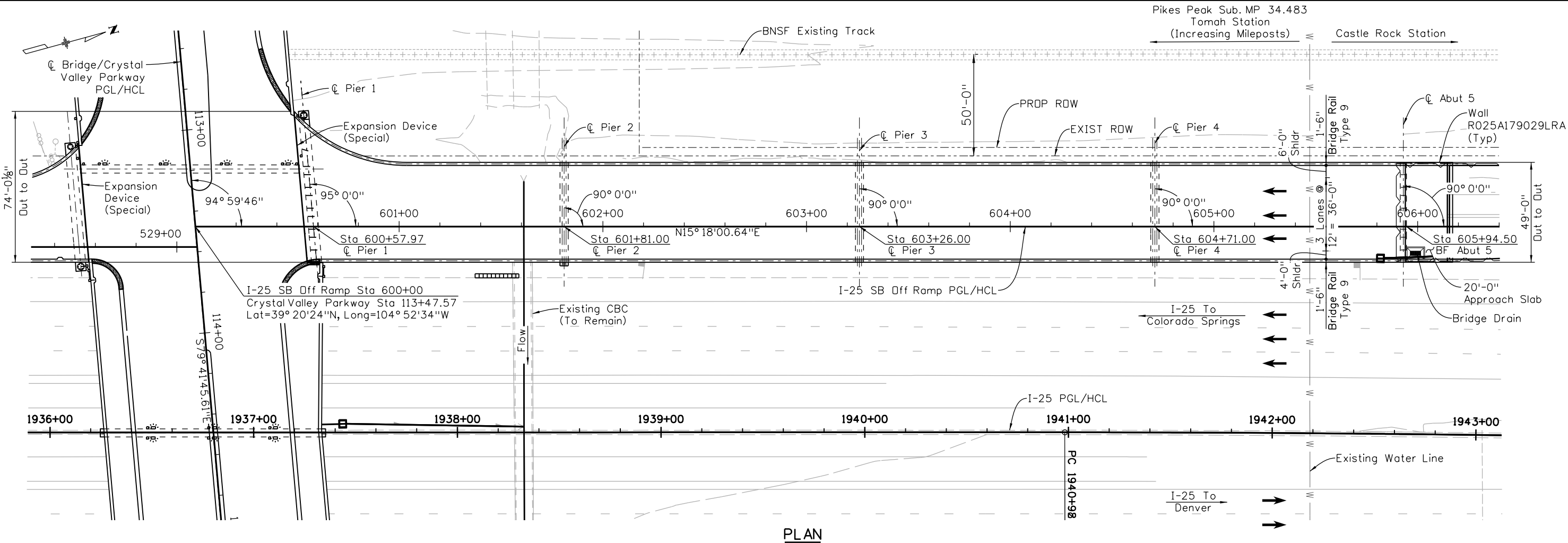
FENCING LEGEND

- 8' DEER FENCE
- FENCE REMOVAL

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Horiz. Scale: As Noted		11/29/2023	REVISED FENCE	WCV		Revised:		Designer:SSW	Structure	25846	
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								Sheet Subset:FENCING	Subset Sheets: FN06 of 6	Sheet Number	
Jacobs										43	

Design		Detail		Quantities	
INITIAL	DATE	INITIAL	DATE	INITIAL	DATE
Designed By	FM	05/23	05/23	FM	05/23
Checked By	AR	05/23	05/23	AR	05/23

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- NOTES:**
- Utility relocations are identified in PLAN. For all utilities identifications, see Foundation Layout sheet and reference Utility Plans and details.

Print Date: 8/31/2023

File Name: B103_24262_Gen.dgn

Horiz. Scale: None Vert. Scale: None

Unit Information 0221 Unit Leader Initials TRS

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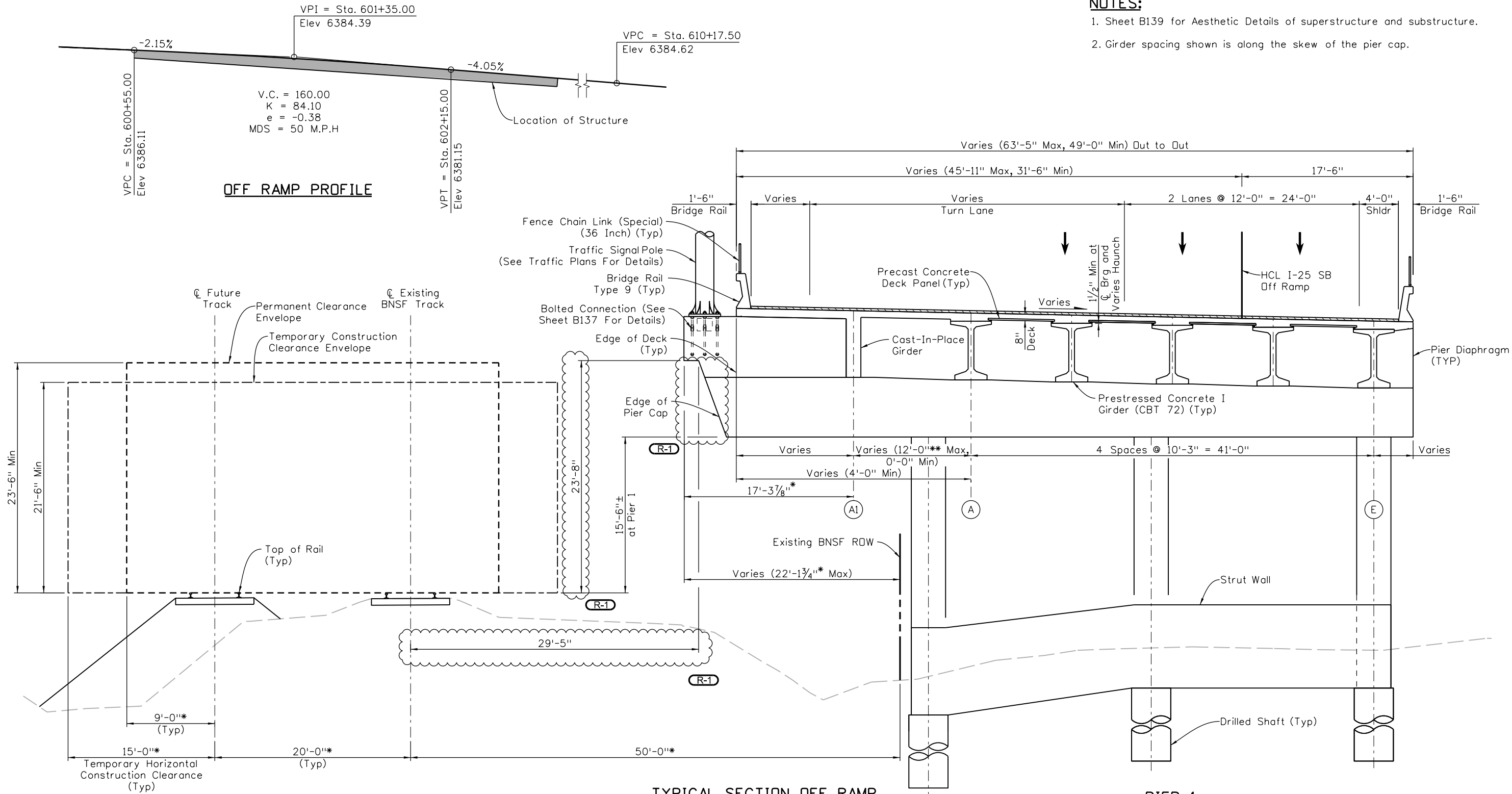
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CASTLE ROCK, CO 80109
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As Constructed		CRYSTAL VALLEY INTERCHANGE - PACKAGE 2		Project No./Code	
No Revisions:		I-25 SB OFF RAMP		NHPP 0252-518	
Revised:		GENERAL PLAN & ELEVATION		25846	
Void:		Designer: G. Grijalva	Structure Numbers	Sheet Number	
		Detailer: J. Prothero	G-17-EB	143	
		Sheet Subset: Bridge	Subset Sheets: B103 of 44		

Design		Detail		Quantities	
INITIAL	DATE	INITIAL	DATE	INITIAL	DATE
Designed By	10/23	Checked By	10/23	Quantity By	10/23
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- NOTES:**
1. Sheet B139 for Aesthetic Details of superstructure and substructure.
 2. Girder spacing shown is along the skew of the pier cap.

Print Date: 12/5/2023
 File Name: B104_24262_Typ01.dgn
 Horiz. Scale: None Vert. Scale: None
 Unit Information 0224 Unit Leader Initials TRS

Sheet Revisions		
Date:	Comments	Init.
11/29/23	PIER CAP UPDATE	MJN



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As Constructed		CRYSTAL VALLEY INTERCHANGE - PACKAGE 2		Project No./Code	
No Revisions:		1-25 SB OFF RAMP TYPICAL SECTION (1 OF 2)		NHP 0252-518	
Revised:		Designer: G. Grijalva	Structure Numbers	25846	
Void:		Detailer: J. Prothero			
		Sheet Subset: Bridge	Subset Sheets: B104 of 44	Sheet Number 144	

FINAL DESIGN - FOR CONSTRUCTION

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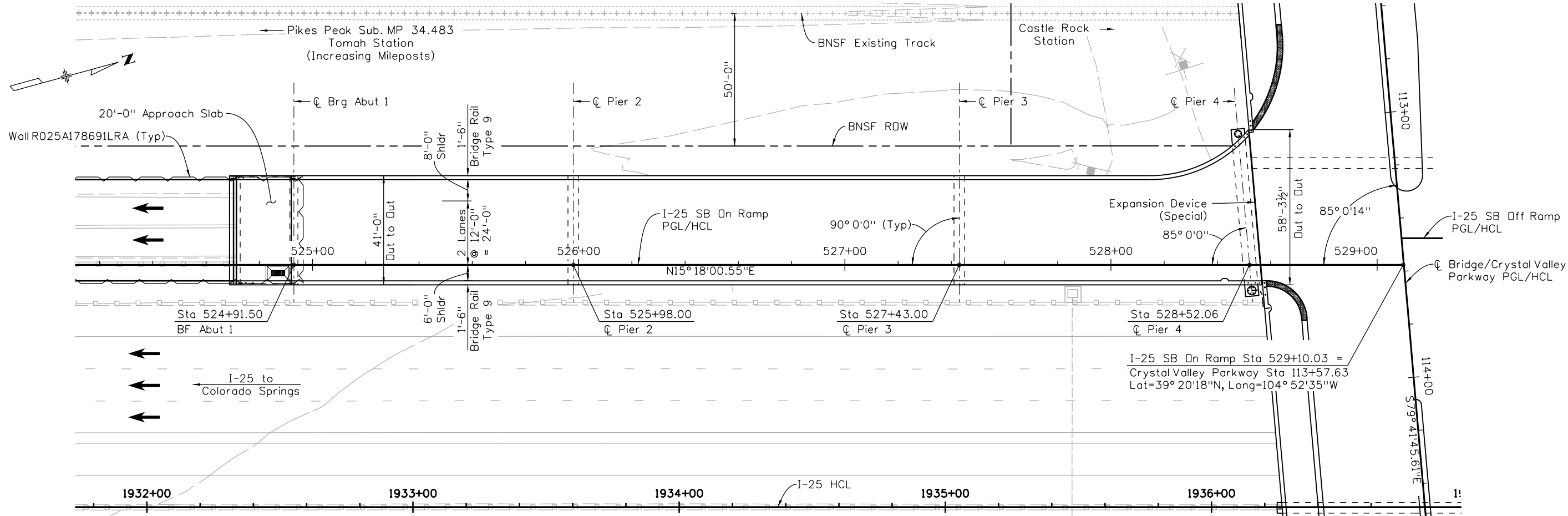


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No Revisions:				NHPP 0252-518
Revised:	Designer: G. Grijalva	Structure Numbers	G-17-EB	25846
	Detailer: J. Prothero			
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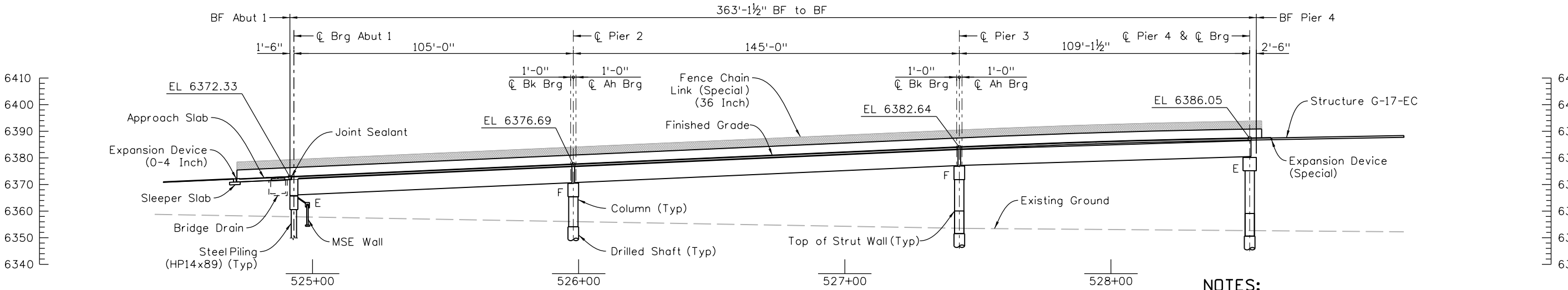
FINAL DESIGN - FOR CONSTRUCTION

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Checked By		Checked By		Checked By	
Designed By		Designed By		Designed By	

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PLAN



ELEVATION

(Taken along I-25 SB ON Ramp PGL/HCL)

NOTES:

- Utility relocations are identified in PLAN. For all utilities identifications, see Foundation Layout sheet and reference Utility Plans and details.

Print Date: 8/31/2023	
File Name: B203_24262_Gen.dgn	
Horiz. Scale: None	Vert. Scale: None
Unit Information 0221 Unit Leader Initials TRS	

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Sheet Revisions		
Date:	Comments	Init.

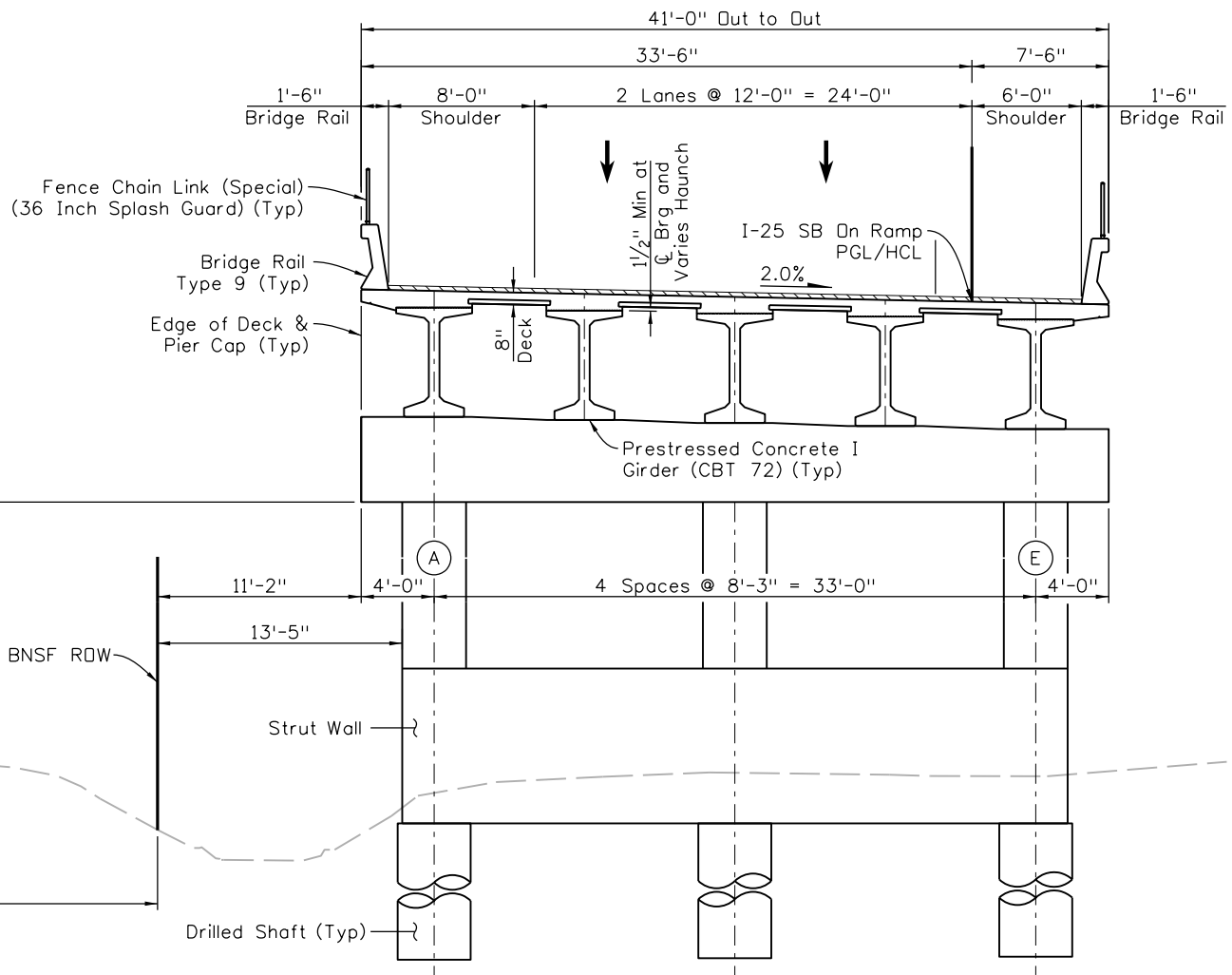
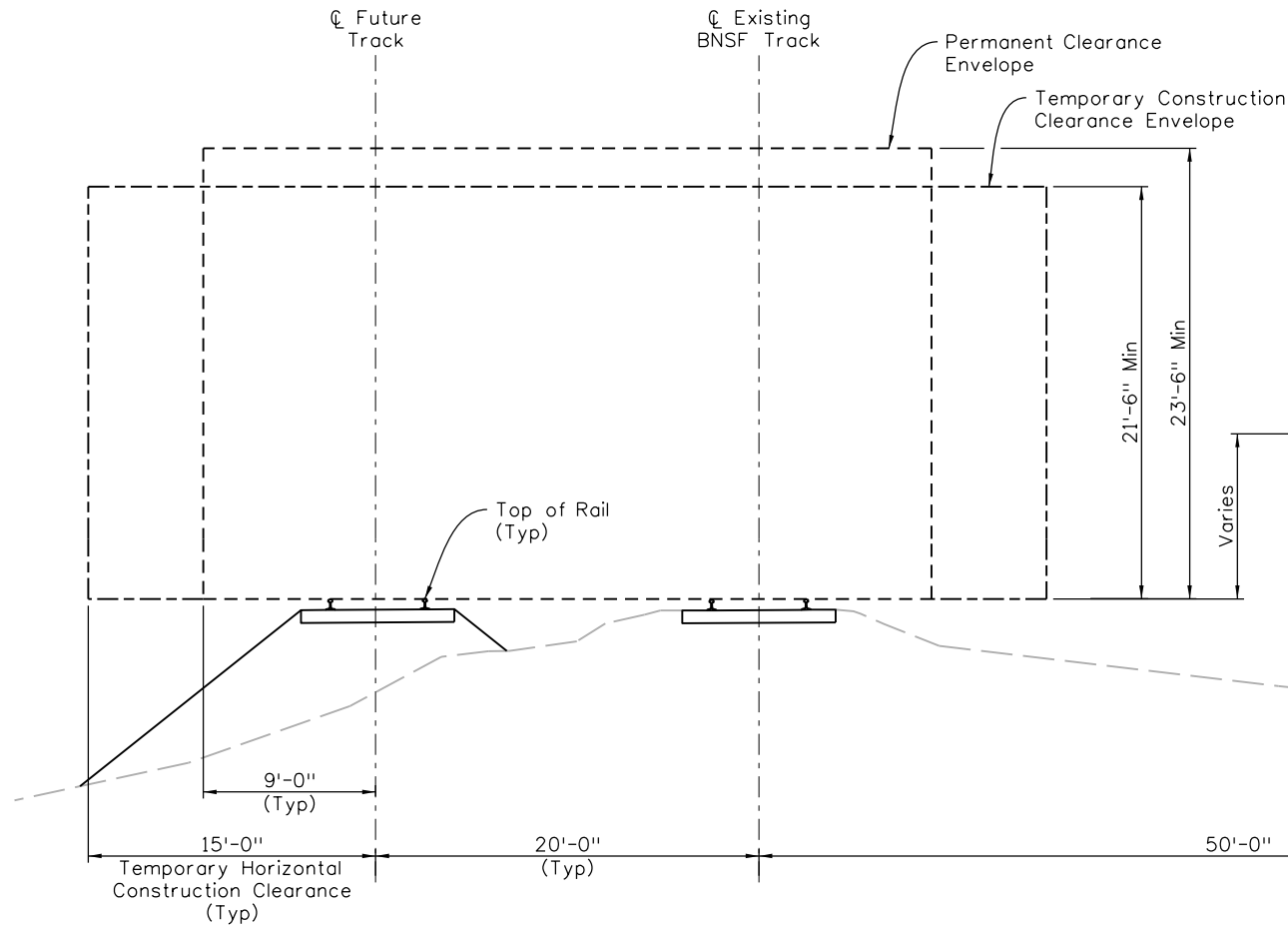


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As Constructed		CRYSTAL VALLEY INTERCHANGE - PACKAGE 2		Project No./Code	
No Revisions:		I-25 SB ON RAMP		NHPP 0252-518	
Revised:		GENERAL PLAN AND ELEVATION		25846	
Void:		Designer: G. Grijalva	Structure Numbers	Sheet Number	
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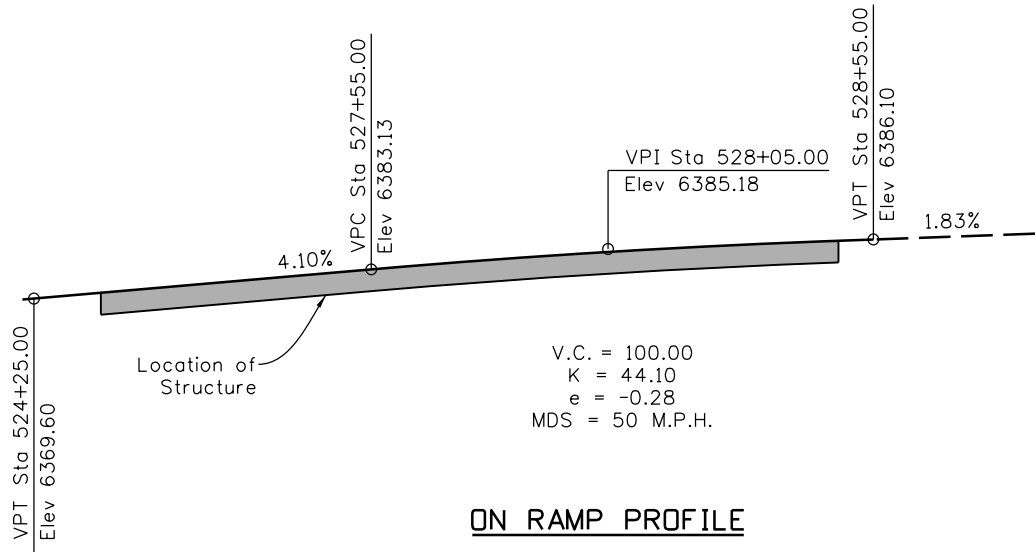
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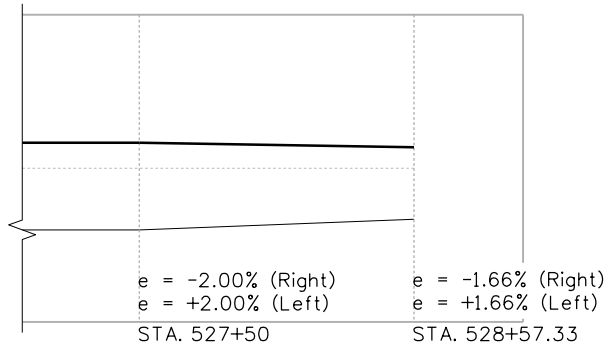


TYPICAL SECTION ON RAMP
Sta 524+91.50 to Sta 528+14.53
(Looking Up Station)

PIER 2 AND PIER 3



ON RAMP PROFILE



ON RAMP SUPERELEVATION DIAGRAM

Print Date: 8/31/2023
File Name: B204_24262_Typ01.dgn
Horiz. Scale: None Vert. Scale: None
Unit Information 0221 Unit Leader Initials TRS

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Sheet Revisions			
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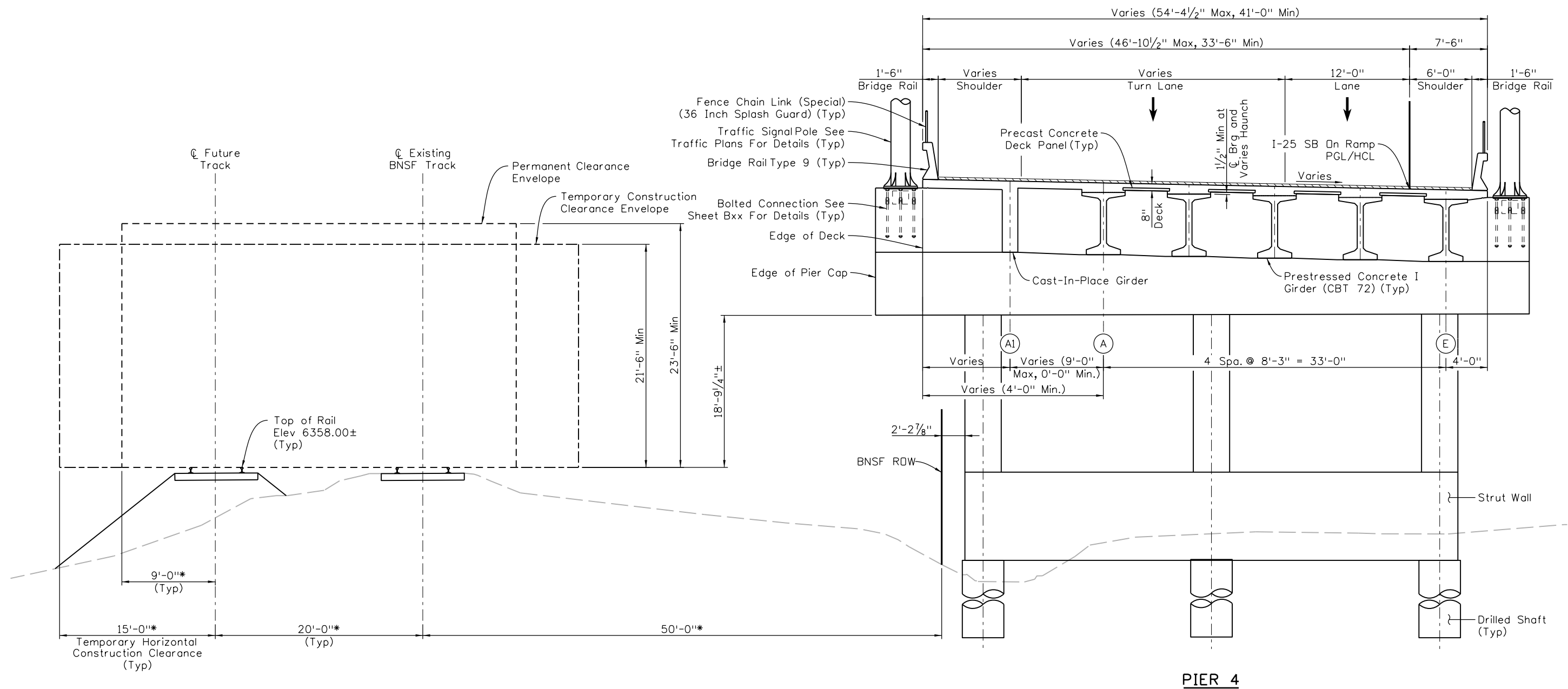


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As Constructed		CRYSTAL VALLEY INTERCHANGE - PACKAGE 2		Project No./Code	
No Revisions:		I-25 SB ON RAMP TYPICAL SECTION (1 OF 2)		NHPP 0252-518	
Revised:		Designer: G. Grijalva	Structure Numbers	25846	
Void:		Detailer: J. Prothero			
		Sheet Subset: Bridge	Subset Sheets: B204 of 44	Sheet Number 188	

Design			Detail		Quantities		
	INITIAL	DATE		INITIAL		DATE	
Designed By	FM	05/23	Detailled By	FM	05/23	Quantities By	FM
Checked By	AR	05/23	Checked By	AR	05/23	Checked By	MH

Adrian.Quintano@jacobs.com 10:42:29 AM pw:\jacobs-us-va-pw-02\Documents\WXXZ8300 - Crystal Valley Interchange\NHPP M185-016_24262_4 Delivery\Project_WIP\Package 2\Bridge Drawings\Drawings\B205_24262_Type02.dgn



TYPICAL SECTION ON RAMP

Sta 528+14.53 to Sta 528+52.06
(Looking Up Station)

* Measured Normal to C Track
** Measured Along C Pier 4

NOTES:

1. Sheet B239 for Aesthetic Details of superstructure and substructure.

Print Date: 8/16/2023		 PUBLIC WORKS DEPT. 4175 NORTH CASTLETON CT. CASTLE ROCK, CO 80109 PHONE 303 660-1020 FAX 303 660-1025		As Constructed		CRYSTAL VALLEY INTERCHANGE - PACKAGE 2 I-25 SB ON RAMP TYPICAL SECTION (2 OF 2)		Project No./Code	
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Unit Information 0221 Unit Leader Initials TRS				Void:		Detailer: J. Prothero			
						Structure Numbers			
						Sheet Subset: Bridge		Subset Sheets: B205 of 44	
								Sheet Number 189	

FINAL DESIGN - FOR CONSTRUCTION



Access to Properties and BNSF Culvert Crossings

**EASEMENT AGREEMENT
FOR BF 20257236
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR BF-20257236 ("Easement Agreement") is made and entered into as of the _____ day of _____ 20__ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and The Town of Castle Rock, a _____ ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Castle Rock, County of Douglas, State of Colorado, at Railroad Line Segment 7304-2 Mile Post 34.41, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is 12 months after the Effective Date.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any

Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 **Surrender of Premises.**

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens**. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange**. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Colorado without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

**EASEMENT AGREEMENT
FOR BF 20257236
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR BF-20257236 ("Easement Agreement") is made and entered into as of the _____ day of _____ 20__ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and The Town of Castle Rock, a _____ ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Castle Rock, County of Douglas, State of Colorado, at Railroad Line Segment 7304-2 Mile Post 34.41, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement.** The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of this Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is 12 months after the Effective Date.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the

above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such

conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

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7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances", "hazardous materials", "toxic substances," or "hazardous wastes" in any Environmental Law.

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Grantor's ability to enforce any section of this Easement Agreement.

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9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 60 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Colorado without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 20__, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Douglas County, Colorado as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 20__ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)

GRANTEE:

_____,

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20__, by _____ (name) as
_____, (title) of _____, a
_____.

Notary Public

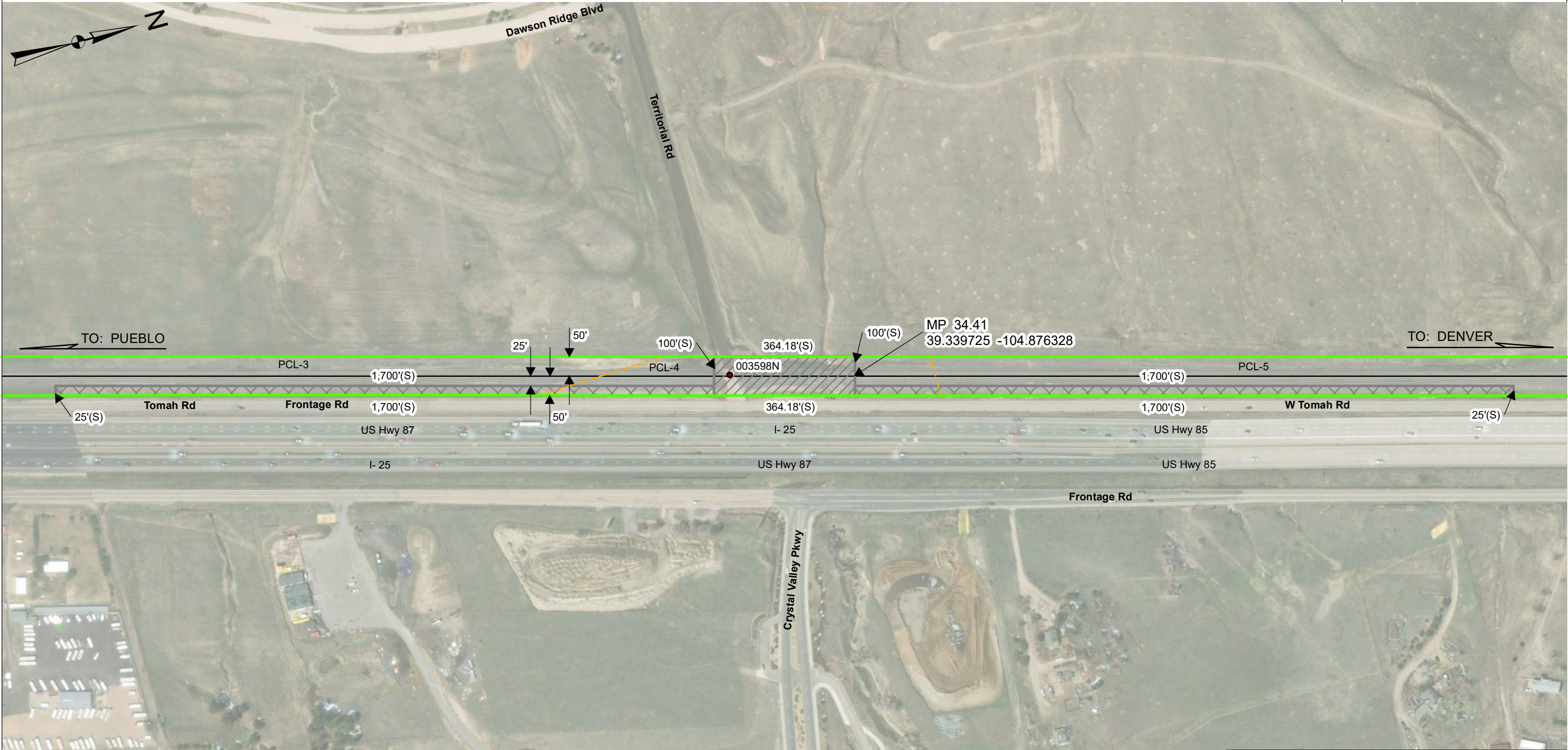
My appointment expires: _____

(Seal)

SCALE: 1 IN = 250 FT

JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = 509560
R/W = 135426, 135427

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: COLORADO DOT
AT: CASTLE ROCK
DOUGLAS COUNTY,
CO

- LEGEND:**
- PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

POWDER RIVER DIVISION
PIKES PEAK SUBDIVISION - L.S. 7304-2
VAL.SEC. 43060
AT&SF RY CO-04, MAP 23
SEC. 22,33,34/4, T8S/9S, R67W 6PM
DATE: 3/4/2024
MP 34.41, 36.12, 36.58, 37.06

SCALE:1 IN = 100 FT

JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = 509560
R/W = 135426,135427

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: COLORADO DOT
AT: CASTLE ROCK
DOUGLAS COUNTY,
CO

- LEGEND:**
- PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK



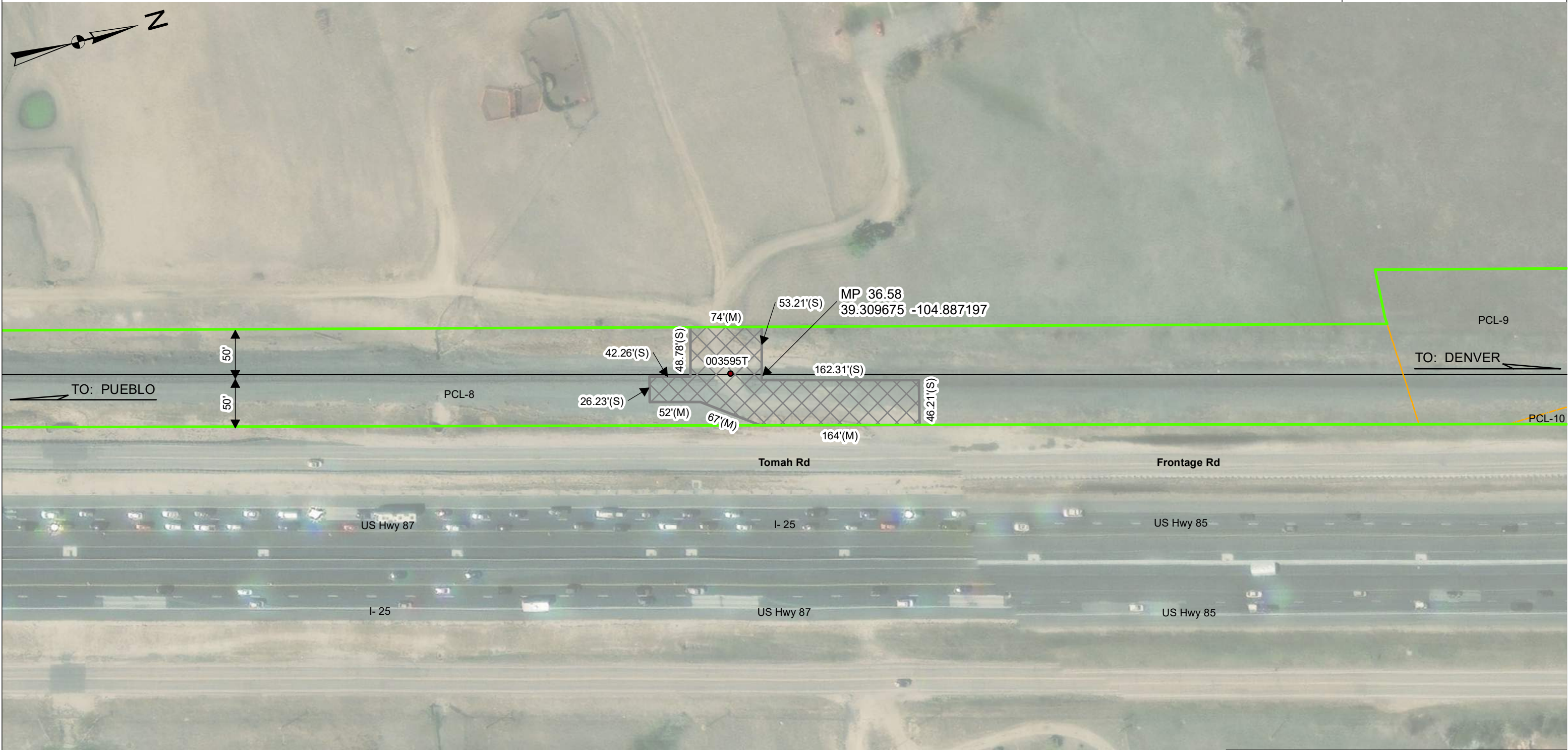
MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

POWDER RIVER DIVISION
PIKES PEAK SUBDIVISION - L.S. 7304-2
VAL.SEC. 43060
AT&SF RY CO-04, MAP 22
SEC. 22,33,34/4, T8S/9S, R67W 6PM
DATE: 3/4/2024
MP 34.41, 36.12, 36.58, 37.06

SCALE:1 IN = 100 FT

JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
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TO: COLORADO DOT
AT: CASTLE ROCK
DOUGLAS COUNTY,
CO

- LEGEND:**
- PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK

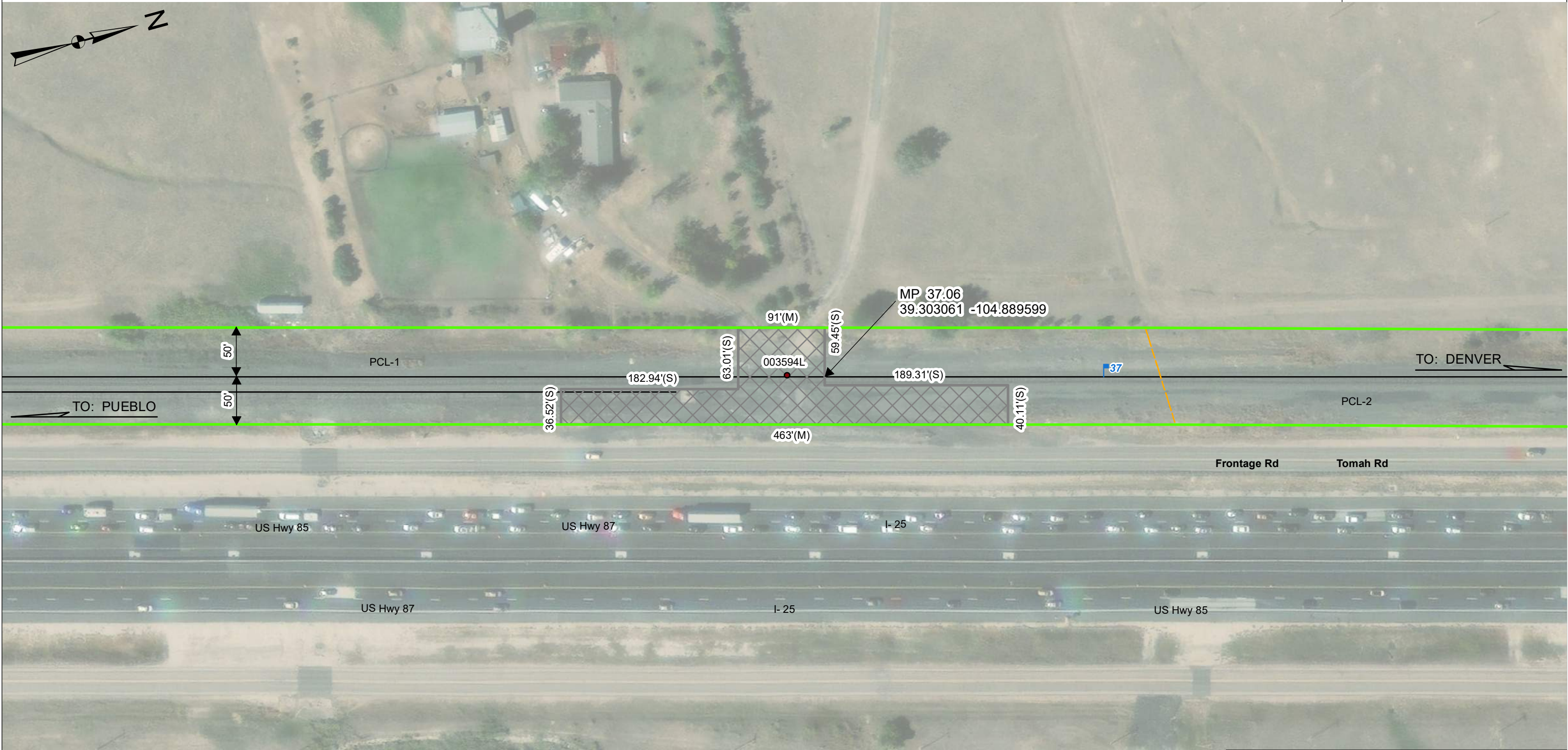


MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

POWDER RIVER DIVISION
PIKES PEAK SUBDIVISION - L.S. 7304-2
VAL.SEC. 43060
AT&SF RY CO-04, MAP 22
SEC. 22,33,34/4, T8S/9S, R67W 6PM
DATE: 3/4/2024
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MAP REFERENCE:
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This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

TO: COLORADO DOT
AT: CASTLE ROCK
DOUGLAS COUNTY,
CO

LEGEND:

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT
-  RIGHT OF WAY LINE
-  PARCEL LINES
-  TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

POWDER RIVER DIVISION
PIKES PEAK SUBDIVISION - L.S. 7304-2
VAL.SEC. 43060
AT&SF RY CO-04, MAP S-22
SEC. 22,33,34/4, T8S/9S, R67W 6PM
DATE: 3/4/2024
MP 34.41, 36.12, 36.58, 37.06



Contract Number: BF-20257236

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 20____, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Douglas County, Colorado as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 20____ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS



Contract Number: BF-20257236

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)



Contract Number: BF-20257236

GRANTEE:

_____,

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____ (name) as _____ (title) of
_____, a _____.

Notary Public

My appointment expires: _____

(Seal)



Contract Number: BF-20257236

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of
-
-
-
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop



Contract Number: BF-20257236

construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- E.** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F.** The Contractor must notify **(Agency)** at () _____ and Railway's Manager Public Projects, telephone number () _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- G.** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must



Contract Number: BF-20257236

be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Division Engineer _____ at (_____)_____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.



Contract Number: BF-20257236

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency) and must not be undertaken until approved in writing by the Railway, and until the (Agency) has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency) for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at**



Contract Number: BF-20257236

1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's property, or b) that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
 - i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.



Contract Number: BF-20257236

- ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
- iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.
- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A. The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.



Contract Number: BF-20257236

- ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- iii) When work in any way interferes with the safe operation of trains at timetable speeds.
- iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements



Contract Number: BF-20257236

- A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.



Contract Number: BF-20257236

- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.



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7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

8) **Hazardous Waste, Substances and Material Reporting:**

- A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.



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9) Personal Injury Reporting

- A.** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- | | |
|---|--|
| ☐ Passenger on train (C) | ☐ Non-employee (N)
<i>(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)</i> |
| ☐ Contractor/safety | ☐ Contractor/non-safety sensitive (G) |
| ☐ Volunteer/safety sensitive (H) | ☐ Volunteer/other non-safety sensitive (I) |
| ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates | |
| ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates | |
| ☐ Non-trespasser (J) - Off railroad property | |

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____	_____	_____
(Name)	(Employee No.)	(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

☐ First Aid Only

☐ Required Medical Treatment

☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____

Agency Project: _____

Town of Castle Rock, a/an (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, **[***Drafter's Note: insert the date of the contract between the Agency and the Contractor here]** with **[Drafter's Note: insert the name of the Agency here]** for the performance of certain work in connection with the following project:_____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **[insert Agency name here]** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property



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belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

IT IS MUTUALLY NEGOTIATED BETWEEN THE PARTIES THAT THE INDEMNIFICATION OBLIGATION SHALL INCLUDE ALL CLAIMS BROUGHT BY CONTRACTOR'S EMPLOYEES AGAINST BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, AND CONTRACTOR EXPRESSLY WAIVES ANY IMMUNITY OTHERWISE PROVIDED UNDER APPLICABLE STATE WORKERS COMPENSATION OR SIMILAR LAWS AND ASSUMES POTENTIAL LIABILITY FOR ALL ACTIONS BROUGHT BY ITS EMPLOYEES.

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C.** Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.



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- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law.
- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or



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other limitation for any work being done within 50 feet of RAILWAY's property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be



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indicated on or attached to the certificate of insurance:

- (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
- (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
- (3) Separation of insureds;
- (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.



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- (3) Endorsed to remove any exclusion for punitive damages.
- (4) No other endorsements restricting coverage may be added.
- (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
- (6) Definition of "Physical Damage to Property" shall be endorsed to read:
"means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance



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with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.



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- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.



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4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any



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jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A.** The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments.



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Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E. Contractor and its subcontractors must give Railway's representative (_____) _____ (____) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20257236

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

CONTRACTOR

Signature:_____

Signature:_____

Printed Name:_____

Printed Name:_____

Title: Manager Public Projects

Title:_____

Date:_____

Date:_____

Accepted and effective this _____ day of 20__.

Contact Person:_____

Address:_____

City:_____

State:_____

Zip:_____

Fax:_____

Phone:_____

E-mail:_____



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EXHIBIT D
Railroad Work Estimate

BNSF Bridge Contribution		\$	770,243.70
BNSF Private Crossing Contributions (3 each)	\$ 50,000.00	\$	150,000.00
Total BNSF Contribution (Paid upon closure of crossings)		\$ 920,243.70	
Inspector Coordinator		\$	239,000.00
Flagging		\$	1,344,000.00
Trackwork		\$	161,139.00
Total Billable to TOCR		\$	1,744,139.00

AUTHORITY FOR EXPENDITURE

LOCATION : CASTLE ROCK	LINE SEGMENT : 477	AFE NUMBER :
PLANITEM NUMBER : 957440000	MILEPOST : 34.47	RFA NUMBER : 5908624
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : PR	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : PIKES PEAK	BUDGET YEAR : 2024
JOINT FACILITY : CITY OF CASTLE ROCK	TRACK TYPE : 1	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : CO	REPORTING OFFICE : 111
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, PRS DIV PIKES PEAK SUB LS 477 MP 34.47, NEW OVERPASS AT CRYSTAL VALLEY PARKWAY OF BNSF AND I-25 AND CLOSURE AND VACATION OF TERRITORIAL ROAD AT-GRADE CROSSING (DOT 003598N) AND 003596A, 003595T AND 003594L.100% BILLABLE TO CITY OF CASTLE ROCK

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
957440000	477	34.47	34.47	1	CASTLE ROCK	CASTLE ROCK	PUBLIC IMPROVEMENT PROJECT	2024

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	100,001	100,001
MATERIAL COSTS	0	0	0	0	33,475	33,475
OTHER COSTS	0	0	0	0	27,663	27,663
TOTALS	0	0	0	0	161,139	161,139

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF. NUMBER: 5908624
COSTING DATE: 01/01/2024

PRINTED ON: 02/28/2024
ESTIMATED BY: SMITH2
PRINTED BY: SMITH2

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CASTLE ROCK

LOCATION CASTLE ROCK

DETAILS OF ESTIMATE

PLAN ITEM : 957440000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP, PRS DIV PIKES PEAK SUB LS 477 MP 34.47, NEW OVERPASS AT CRYSTAL VALLEY PARKWAY OF BNSF AND I-25
AND CLOSURE AND VACATION OF TERRITORIAL ROAD AT-GRADE CROSSING (DOT 003598N) AND 003596A, 003595T
AND 003594L PRIVATE AT-GRADE CROSSINGS. 100% BILLABLE TO CITY OF CASTLE ROCK

REQUESTED BY ALLAN BREDEN 10/26/2023

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

FLAGGING - PUBLIC CROSSING - CAP	60.0	MH	2,432	
PLACE FIELD WELDS - CAP	171.0	MH	6,793	
REMOVE PUBLIC CROSSING	256.0	MH	9,629	
REPLACE TRACK PANELS - CAP	40.0	MH	1,505	
SIGNAL LABOR - CAP	8.0	MH	352	
SURFACE TRACK - REPLACEMENT - CAP	96.0	MH	3,711	
UNLOAD BALLAST - REPLACEMENT - CAP	4.8	MH	181	
UNLOAD TRACK PANELS - REPLACEMENT	20.0	MH	753	
PAYROLL ASSOCIATED COSTS			16,442	
DA OVERHEADS			28,498	
EQUIPMENT EXPENSES			24,918	
INSURANCE EXPENSES			4,787	
TOTAL LABOR COST			100,001	100,001

MATERIAL				

BALLAST NT, SYSTEM AVERAGE COST	80.0	NT **	1,176	
PANEL, TRACK; 40FT; 136LB; SC; 8FT 6IN; STD	4.0	EA **	26,028	
SIGNAL MATERIAL	150.0	EA	150	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	16.0	KT **	1,224	
MATERIAL HANDLING			1,427	
ONLINE TRANSPORTATION			1,240	
USE TAX			1,887	
OFFLINE TRANSPORTATION			343	
TOTAL MATERIAL COST			33,475	33,475

OTHER				

TOTAL OTHER ITEMS COST			0	0
PROJECT SUBTOTAL				133,476
CONTINGENCIES				26,067
BILL PREPARATION FEE				1,596
GROSS PROJECT COST				161,139
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				161,139



Contract Number: BF-20257236

Exhibit E



Rafer Nichols, PE
Manager Public Projects
AZ, CO, & NM

BNSF Railway Company

3700 Globeville Road
Denver, CO 80216
303-480-6586
Rafer.Nichols@BNSF.com

DATE: _____

AARON MONKS
PUBLIC WORKS DEPT.
PHONE 303 660-1020
4175 NORTH CASTLETON CT.
CASTLE ROCK, CO 80109

Re: Final Approval of Plans and Specifications dated December 5th 2023, drafted by Jacobs
(hereinafter called, the “Plans and Specifications”)

Dear Mr. Monks,

This letter serves as BNSF RAILWAY COMPANY’s (“BNSF”) final written approval of the Plans and Specifications covering the construction of CRYSTAL VALLEY INTERCHANGE-PACKAGE 2. This final written approval is given to the Town of Castle Rock (“Agency”) pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Agency, dated _____. If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

Rafer Nichols, PE



Contract Number: BF-20257236

EXHIBIT F

Grade Separations

(FOR USE IN ANY C&M AGREEMENT FOR CONSTRUCTION OF AN OVERPASS OR AN UNDERPASS INITIATED BY A PUBLIC AGENCY)

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

- 1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of

- 1.01.02 Definitions:
 - **Operationally Critical, (OC):** defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
 - **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field; **Disclaimer for Acceptance:** ***BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
 - **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.
- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:



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2.01 Submittals and Actions Required During the Project Design Phase:

- 2.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)

Agency shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled "final" until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:

Concept, vertical profile of Top of Rail, 30% plans and final plans

The following submittals will require a Professional Engineer, (PE) stamp:

Overpass design

Underpass design

Hydraulic study

Any non-standard design of a structure which will carry train loading

Work covered by a submittal shall not be performed in field without receiving Acceptance from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.



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The following Disclaimer applies to BNSF acceptance of Agency design plans:

**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*

3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**
- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

The I/C has authority to remove a contractor's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.

Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

- 3.01.03 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.



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The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

- 3.01.04 Required Construction Submittals: : (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor.**

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:

Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:

Critical Pick Plan (75% of capacity of crane, or multi-crane pick)

Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track

Demolition Plan

Temporary Shoring Plan

Bracing Design Plan (non-standard only per DOT)



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For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline) All OC work requires a submittal and acceptance* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
- In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
- **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.**
 - a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - c. Examples of OC submittals included in the above are:
 - i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
 - ii. Falsework
 - iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
 - iv. Erection (overhead and underpass structures)
 - v. Construction Phasing Plans
 - d. Additional OC submittals required, but not included in the Guidelines are:
 - i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)



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- ii. Contingency plans
- iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II maybe assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.
- 3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.



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EXHIBIT G

Crystal Valley Parkway Grade Separation Project
Estimated Total Project Cost

Estimated Cost	
Construction Package 1 (CP-1)	\$ 16,051,990.70
Construction Package 2 (CP-2)	\$ 69,579,082.70
Total Estimated Project Cost	\$ 85,631,073.40

Crystal Valley Interchange
Package 1 Bid Schedule
Kraemer North America
Updated: 4/5/16/2023

BidItem	Client Bid #	Bid Description	Units	Bid Quantity	Bid Total U.P.	Bid Total
10	201-00001	CLEARING AND GRUBBING	LS	1.00	\$ 92,851.83	\$ 92,851.83
20	201-00010	REMOVAL OF TREE	EA	49.00	\$ 519.26	\$ 25,443.74
22	202-00019	REMOVAL OF INLET	EA	3.00	\$ 1,561.99	\$ 4,685.97
24	202-00035	REMOVAL OF PIPE	LF	142.00	\$ 97.99	\$ 13,914.58
26	202-04001	PLUG CULVERT	EA	1.00	\$ 12,964.39	\$ 12,964.39
30	202-00090	REMOVAL OF DELINEATOR	EA	6.00	\$ 21.40	\$ 128.40
35	202-00155	REMOVAL OF WALL	LF	306.00	\$ 15.11	\$ 4,623.66
40	202-00200	REMOVAL OF SIDEWALK	SY	1938.00	\$ 5.83	\$ 11,298.54
50	202-00201	REMOVAL OF CURB	LF	378.00	\$ 3.77	\$ 1,425.06
60	202-00202	REMOVAL OF GUTTER	LF	215.00	\$ 4.70	\$ 1,010.50
70	202-00203	REMOVAL OF CURB AND GUTTER	LF	3975.00	\$ 5.09	\$ 20,232.75
80	202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	145.00	\$ 17.53	\$ 2,541.85
82	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	42.00	\$ 13.45	\$ 564.90
90	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	174.00	\$ 26.10	\$ 4,541.40
100	202-00220	REMOVAL OF ASPHALT MAT	SY	8333.00	\$ 5.25	\$ 43,748.25
110	202-00250	REMOVAL OF PAVEMENT MARKING	SF	10000.00	\$ 0.89	\$ 8,900.00
130	202-00400	REMOVAL OF BRIDGE	EA	1.00	\$ 12,300.40	\$ 12,300.40
140	202-00504	REMOVAL OF EXPANSION DEVICE	LF	102.00	\$ 382.96	\$ 39,061.92
160	202-00810	REMOVAL OF GROUND SIGN	EA	16.00	\$ 240.75	\$ 3,852.00
170	202-01000	REMOVAL OF FENCE	LF	3873.00	\$ 1.93	\$ 7,474.89
180	202-01035	REMOVAL OF GATE	EA	2.00	\$ 224.70	\$ 449.40
190	202-01110	REMOVAL OF GUARDRAIL TYPE 3	LF	278.00	\$ 6.26	\$ 1,740.28
200	202-01300	REMOVAL OF END ANCHORAGE	EA	3.00	\$ 299.60	\$ 898.80
210	202-04100	ABANDON WELL	EA	1.00	\$ 6,955.00	\$ 6,955.00
220	202-05006	SAWING CONCRETE (6 INCH)	LF	10.00	\$ 106.47	\$ 1,064.70
230	202-05030	SAWING ASPHALT MATERIAL (10 INCH)	LF	100.00	\$ 10.65	\$ 1,065.00
240	203-00050	UNSUITABLE MATERIAL	CY	1000.00	\$ 50.30	\$ 50,300.00
250	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	198324.00	\$ 12.91	\$ 2,560,362.84
260	203-01100	PROOF ROLLING	HR	200.00	\$ 136.80	\$ 27,360.00
270	203-01500	BLADING	HR	100.00	\$ 232.13	\$ 23,213.00
280	203-01510	BACKHOE	HR	100.00	\$ 222.27	\$ 22,227.00
290	203-01550	DOZING	HR	100.00	\$ 271.27	\$ 27,127.00
300	203-01597	POTHOLING	HR	300.00	\$ 249.13	\$ 74,739.00
310	203-02330	LABORER	HR	100.00	\$ 65.46	\$ 6,546.00
320	206-00000	STRUCTURE EXCAVATION	CY	702.00	\$ 15.05	\$ 10,565.10
330	206-00050	STRUCTURE BACKFILL (SPECIAL)	CY	330.00	\$ 98.88	\$ 32,630.40
342	206-00100	STRUCTURE BACKFILL (CLASS 1)(CBC)	CY	2011.00	\$ 64.29	\$ 129,287.19
370	207-00205	TOPSOIL	CY	14520.00	\$ 14.30	\$ 207,636.00
380	207-00210	STOCKPILE TOPSOIL	CY	14520.00	\$ 6.85	\$ 99,462.00
390	208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	4000.00	\$ 5.62	\$ 22,480.00
400	208-00020	SILT FENCE	LF	5000.00	\$ 1.07	\$ 5,350.00
402		SILT FENCE (REINFORCED)	LF	1000.00	\$ 3.69	\$ 3,690.00
410	208-00035	AGGREGATE BAG	LF	445.00	\$ 4.55	\$ 2,024.75
412	208-00041	ROCK CHECK DAM	EA	15.00	\$ 1,265.10	\$ 18,976.50
414	208-00045	CONCRETE WASHOUT STRUCTURE	EA	1.00	\$ 4,517.41	\$ 4,517.41
416	208-00046	PRE-FABRICATED CONC WASHOUT STRUCTURE (TY1)	EA	3.00	\$ 2,169.52	\$ 6,508.56
420	208-00052	STORM DRAIN INLET PROTECTION (TYPE II)	LF	181.00	\$ 4.55	\$ 823.55
422	208-00060	TEMPORARY SLOPE DRAIN	LF	150.00	\$ 69.27	\$ 10,390.50
430	208-00075	VEHICLE TRACKING PAD (PRE-FAB)	EA	4.00	\$ 12,997.99	\$ 51,991.96
432	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	25.00	\$ 65.06	\$ 1,626.50
434	208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	25.00	\$ 73.85	\$ 1,846.25
440	208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	300.00	\$ 158.36	\$ 47,508.00
450	208-00207	EROSION CONTROL MANAGEMENT	LS	1.00	\$ 408,629.42	\$ 408,629.42
455	208-00300	TEMPORARY BERMS	LF	1000.00	\$ 5.76	\$ 5,760.00
460	210-00425	RESET BRIDGE RAILING	LF	41.00	\$ 175.28	\$ 7,186.48
470	210-00815	RESET SIGN PANEL	EA	2.00	\$ 187.25	\$ 374.50
475	210-02900	RELAY RIP RAP	CY	1130.00	\$ 79.01	\$ 89,281.30
480	210-04010	ADJUST MANHOLE	EA	3.00	\$ 1,141.20	\$ 3,423.60
490	211-03005	DEWATERING	LS	1.00	\$ 233,380.30	\$ 233,380.30
495	212-00032	SOIL CONDITIONING	AC	18.00	\$ 3,584.50	\$ 64,521.00
500	212-00706	SEEDING (NATIVE) DRILL	AC	18.00	\$ 679.45	\$ 12,230.10
520	213-00004	MULCHING (WEED FREE STRAW)	AC	18.00	\$ 631.30	\$ 11,363.40
530	213-00061	MULCH TACKIFIER	LB	5400.00	\$ 2.27	\$ 12,258.00

535	213-00150	BONDED FIBER MATRIX	AC	6.00	\$ 3,103.00	\$ 18,618.00
540	216-00022	SOIL RETENTION BLANKET (CLASS 2)	SY	62894.00	\$ 2.33	\$ 146,543.02
542	217-00020	HERBICIDE TREATMENT	HR	80.00	\$ 219.35	\$ 17,548.00
550	240-00000	WILDLIFE BIOLOGIST	HR	32.00	\$ 112.35	\$ 3,595.20
560	304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	7930.00	\$ 73.19	\$ 580,396.70
570	304-09102	AGGREGATE BASE COURSE (RECYCLED ASPHALT PAVEMENT)	CY	85.00	\$ 97.24	\$ 8,265.40
580	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TN	59.00	\$ 509.06	\$ 30,034.54
610	403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG 64-22)	TN	6377.00	\$ 98.43	\$ 627,688.11
630	403-34771	HOT MIX ASPHALT (GRADING SX) (75) (PG 76-28)	TN	2376.00	\$ 123.08	\$ 292,438.08
640	411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GL	1786.00	\$ 4.84	\$ 8,644.24
650	412-01000	CONCRETE PAVEMENT (10 INCH)	SY	6136.00	\$ 148.76	\$ 912,791.36
660	412-01400	CONCRETE PAVEMENT (14 INCH)	SY	220.00	\$ 225.64	\$ 49,640.80
670	420-00102	GEOTEXTILE (EROSION CONTROL) (CLASS 1)	SY	1154.00	\$ 3.70	\$ 4,269.80
672	420-00112	GEOTEXTILE (DRAINAGE)(CLASS S1)	SY	634.00	\$ 4.00	\$ 2,536.00
674	420-00133	GEOTEXTILE (SEPARATOR)(CLASS 2)	SY	3253.00	\$ 2.65	\$ 8,620.45
680	501-00000	STEEL SHEET PILING (TYPE I)	SF	1500.00	\$ 54.27	\$ 81,405.00
690	504-08050	STNE LANDSCAPE WALL	SF	594.00	\$ 169.57	\$ 100,724.58
695	506-00409	SOIL RIPRAP (9 INCH)	CY	23.00	\$ 135.85	\$ 3,124.55
700	506-00212	RIPRAP (12 INCH)	CY	74.00	\$ 136.48	\$ 10,099.52
705	506-00412	SOIL RIPRAP (12 INCH)	CY	715.00	\$ 119.64	\$ 85,542.60
710	506-00608	IN-CHANNEL BOULDER GROUTED (36 INCH)	CY	1067.00	\$ 507.93	\$ 541,961.31
715	506-02224	RIPRAP (24")	CY	81.00	\$ 152.83	\$ 12,379.23
720	506-01020	GEOGRID REINFORCEMENT	SY	1268.00	\$ 7.01	\$ 8,888.68
730	518-01004	BRIDGE EXPANSION DEVICE (0-4 INCH)	LF	102.00	\$ 376.98	\$ 38,451.96
750	601-03020	CONCRETE CLASS D (FOREBAY)	CY	12.00	\$ 3,478.47	\$ 41,741.64
755		CONCRETE CLASS D (TRICKLE CHANNEL)	CY	28.00	\$ 1,759.01	\$ 49,252.28
760	601-03030	CONCRETE CLASS D (BOX CULVERT)	CY	499.00	\$ 1,115.56	\$ 556,664.44
775	601-xxxxx	CONCRETE CLASS D OR DF	CY	41.00	\$ 2,270.90	\$ 93,106.90
790	602-00000	REINFORCING STEEL	LB	105624.00	\$ 1.36	\$ 143,648.64
800	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	4319.00	\$ 1.62	\$ 6,996.78
810	603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	2710.00	\$ 133.90	\$ 362,869.00
820	603-01240	24 INCH REINFORCED CONCRETE PIPE	LF	1464.00	\$ 162.68	\$ 238,163.52
830	603-01300	30 INCH REINFORCED CONCRETE PIPE	LF	1144.00	\$ 217.22	\$ 248,499.68
840	603-01360	36 INCH REINFORCED CONCRETE PIPE	LF	803.00	\$ 251.67	\$ 202,091.01
850	603-05018	18 INCH REINFORCED CONCRETE END SECTION	EA	10.00	\$ 3,492.89	\$ 34,928.90
860	603-05024	24 INCH REINFORCED CONCRETE END SECTION	EA	5.00	\$ 3,632.89	\$ 18,164.45
870	603-05030	30 INCH REINFORCED CONCRETE END SECTION	EA	1.00	\$ 4,508.35	\$ 4,508.35
880	603-05036	36 INCH REINFORCED CONCRETE END SECTION	EA	3.00	\$ 5,022.67	\$ 15,068.01
890	604-00305	INLET TYPE C (5 FOOT)	EA	4.00	\$ 8,128.20	\$ 32,512.80
900	604-00310	INLET TYPE C (10 FOOT)	EA	3.00	\$ 10,116.00	\$ 30,348.00
910	604-16005	INLET TYPE 16 (5 FOOT)	EA	15.00	\$ 7,923.70	\$ 118,855.50
920	604-16010	INLET TYPE 16 (10 FOOT)	EA	14.00	\$ 9,457.37	\$ 132,403.18
930	604-16015	INLET TYPE 16 (15 FOOT)	EA	2.00	\$ 13,311.04	\$ 26,622.08
935	604-16020	INLET TYPE 16 (20 FOOT)	EA	1.00	\$ 16,836.60	\$ 16,836.60
940	604-20000	OUTLET STRUCTURE	EA	3.00	\$ 162,039.52	\$ 486,118.56
960	604-30010	MANHOLE SLAB BASE (10 FOOT)	EA	15.00	\$ 7,831.00	\$ 117,465.00
970	604-30015	MANHOLE SLAB BASE (15 FOOT)	EA	4.00	\$ 10,542.68	\$ 42,170.72
980	604-30025	MANHOLE SLAB BASE (25 FOOT)	EA	2.00	\$ 20,904.56	\$ 41,809.12
1000	606-00301	GUARDRAIL TYPE 3 (6-3 POST SPACING)	LF	118.00	\$ 41.89	\$ 4,943.02
1010	606-00930	GUARDRAIL TYPE 9 (STYLE CD)	LF	81.00	\$ 268.64	\$ 21,759.84
1020	606-00940	GUARDRAIL TYPE 9 (STYLE CE)	LF	615.00	\$ 198.65	\$ 122,169.75
1040	606-01370	TRANSITION TYPE 3G	EA	2.00	\$ 4,221.15	\$ 8,442.30
1050	606-01372	TRANSITION TYPE GR9-GR3	EA	1.00	\$ 6,955.00	\$ 6,955.00
1060	606-02003	END ANCHORAGE (NON-FLARED)	EA	4.00	\$ 4,403.05	\$ 17,612.20
1070	607-01000	FENCE BARBED WIRE WITH METAL POSTS	LF	3574.00	\$ 3.69	\$ 13,188.06
1080	607-00005	END POST	EA	10.00	\$ 259.90	\$ 2,599.00
1090	607-00010	CORNER AND LINE BRACE POST	EA	12.00	\$ 413.02	\$ 4,956.24
1100	607-60320	20 FOOT GATE TWIN	EA	1.00	\$ 1,064.65	\$ 1,064.65
1110	607-60332	32 FOOT GATE TWIN	EA	1.00	\$ 1,460.55	\$ 1,460.55
1120	608-00000	CONCRETE SIDEWALK	SY	4352.00	\$ 76.70	\$ 333,798.40
1130	608-00010	CONCRETE CURB RAMP	SY	198.00	\$ 132.34	\$ 26,203.32
1140	608-00015	DETECTABLE WARNINGS	SF	377.00	\$ 94.60	\$ 35,664.20
1150	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	2793.00	\$ 32.24	\$ 90,046.32
1160	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	5529.00	\$ 33.23	\$ 183,728.67
1170	609-24002	GUTTER TYPE 2 (2 FOOT)	LF	677.00	\$ 35.02	\$ 23,708.54
1175	609-40120	CURB MEDIAN SPECIAL	SY	303.00	\$ 176.99	\$ 53,627.97
1180	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	6373.00	\$ 15.78	\$ 100,565.94
1185	610-00055	MEDIAN COVER MATERIAL (STONE)	TN	297.00	\$ 168.86	\$ 50,151.42
1190	612-00001	DELINEATOR (TYPE I)	EA	67.00	\$ 58.85	\$ 3,942.95

1200	612-00003	DELINEATOR (TYPE III)	EA	3.00	\$ 69.55	\$ 208.65
1210	612-00021	DELINEATOR (TYPE I) (BARRIER)	EA	4.00	\$ 96.30	\$ 385.20
1220	613-00200	2 INCH ELECTRICAL CONDUIT	LF	36.00	\$ 48.15	\$ 1,733.40
1225	613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	335.00	\$ 32.10	\$ 10,753.50
1230	613-00400	4 INCH ELECTRICAL CONDUIT	LF	72.00	\$ 58.85	\$ 4,237.20
1240	613-01100	1 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	400.00	\$ 23.54	\$ 9,416.00
1250	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	1040.00	\$ 40.66	\$ 42,286.40
1260	613-01201	2 INCH ELECTRICAL CONDUIT (PLASTIC) (SPECIAL)	LF	3216.00	\$ 23.54	\$ 75,704.64
1270	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	120.00	\$ 31.03	\$ 3,723.60
1280	613-01301	3 INCH ELECTRICAL CONDUIT (PLASTIC) (SPECIAL)	LF	3216.00	\$ 27.82	\$ 89,469.12
1290	613-07001	TYPE ONE PULL BOX	EA	15.00	\$ 1,605.00	\$ 24,075.00
1300	613-07002	TYPE TWO PULL BOX	EA	10.00	\$ 1,819.00	\$ 18,190.00
1310	613-07011	PULL BOX (11"X18"X12")	EA	19.00	\$ 1,605.00	\$ 30,495.00
1315	613-07023	PULL BOX (24"X36"X24")	EA	3.00	\$ 2,996.00	\$ 8,988.00
1320	613-07060	PULL BOX (13"X24"X18")DEEP	EA	2.00	\$ 1,819.00	\$ 3,638.00
1350	613-50106	METER POWER PEDESTAL	EA	1.00	\$ 12,840.00	\$ 12,840.00
1360	614-00011	SIGN PANEL (CLASS I)	SF	301.00	\$ 25.68	\$ 7,729.68
1370	614-00012	SIGN PANEL (CLASS II)	SF	247.00	\$ 30.50	\$ 7,533.50
1380	614-00214	STEEL SIGN POST (1.75X1.75 INCH TUBING)	LF	250.00	\$ 13.86	\$ 3,465.00
1390	614-00216	STEEL SIGN POST (2X2 INCH TUBING)	LF	393.00	\$ 16.00	\$ 6,288.00
1400	614-00220	STEEL SIGN POST (2.5X2.5 INCH TUBING, 12 GAUGE)	LF	52.00	\$ 102.72	\$ 5,341.44
1410	614-72863	PEDESTRIAN PUSH BUTTN POST ASSEMBLY	EA	1.00	\$ 3,210.00	\$ 3,210.00
1420	614-80001	FLASHING BEACON (SOLAR POWERED)	EA	3.00	\$ 1,819.00	\$ 5,457.00
1430	614-80003	RECTANGULAR RAPID FLASHING BEACON	EA	13.00	\$ 8,881.00	\$ 115,453.00
1440	614-80321	BARRICADE (TYPE 3 M-A)	EA	10.00	\$ 428.00	\$ 4,280.00
1470	620-00018	FIELD OFFICE AND LABORATORY FACILITY	LS	1.00	\$ 182,922.79	\$ 182,922.79
1480	621-00450	DETOUR PAVEMENT	SY	2491.00	\$ 91.58	\$ 228,125.78
1490	624-20300	DETOUR DRAINAGE PIPE (CLASS 0)	LF	100.00	\$ 144.99	\$ 14,499.00
1500	625-00000	CONSTRUCTION SURVEYING	LS	1.00	\$ 382,321.70	\$ 382,321.70
1510	625-00001	CONSTRUCTION SURVEYING (HRLY)	HR	300.00	\$ 240.75	\$ 72,225.00
1520	626-00100	MOBILIZATION (WITHOUT AUTOPAY)	LS	1.00	\$ 1,631,569.27	\$ 1,631,569.27
1530	626-01111	PUBLIC INFORMATION SERVICES (TIER I)	DY	365.00	\$ 64.20	\$ 23,433.00
1540	627-00009	MODIFIED EPOXY PAVEMENT MARKING (INLAID)	GL	90.00	\$ 236.76	\$ 21,308.40
1550	627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	GL	183.00	\$ 98.00	\$ 17,934.00
1560	627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYM)	SF	820.00	\$ 14.21	\$ 11,652.20
1570	627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-ST)	SF	2320.00	\$ 16.57	\$ 38,442.40
1580	630-00000	FLAGGING	HR	3000.00	\$ 37.45	\$ 112,350.00
1590	630-00003	UNIFORMED TRAFFIC CONTROL	HR	250.00	\$ 144.45	\$ 36,112.50
1610	630-00007	TRAFFIC CONTROL INSPECTION	DY	124.00	\$ 240.75	\$ 29,853.00
1620	630-00017	TRAFFIC CONTROL MANAGEMENT (SPECIAL)	DY	248.00	\$ 882.75	\$ 218,922.00
1640	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	86.00	\$ 160.50	\$ 13,803.00
1650	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	13.00	\$ 481.50	\$ 6,259.50
BidItem	Client Bid #	Bid Description	Units	Bid Quantity	Bid Total U.P.	Bid Total
1660	630-80355	PORTABLE MESSAGE SIGN PANEL	EA	4.00	\$ 11,235.00	\$ 44,940.00
1670	630-80357	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL	EA	2.00	\$ 3,745.00	\$ 7,490.00
1690	630-80360	DRUM CHANNELIZING DEVICE	EA	180.00	\$ 90.95	\$ 16,371.00
1700	630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EA	10.00	\$ 101.65	\$ 1,016.50
1720	630-80372	CONCRETE BARRIER (TEMPORARY) (FURNISH AND INSTALL)	LF	504.00	\$ 42.27	\$ 21,304.08
1750	630-80380	TRAFFIC CONE	EA	180.00	\$ 10.70	\$ 1,926.00
1760	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EA	3.00	\$ 12,227.85	\$ 36,683.55
1770	630-85041	MOBILE ATTENUATOR	DY	3.00	\$ 882.75	\$ 2,648.25

Subtotal Bid Items

\$ 16,051,990.70

Crystal Valley Interchange
CAP - Package 2 Submission - Rev 1
Kraemer North America
Updated: 03/13/2024

Corrected Submittal 24.03.14

BidItem	Client Bid #	Bid Description	UNIT	QUANTITY	Unit Cost	Extension
100	201-00000	CLEARING AND GRUBBING	LS	1.00	\$ 105,219.88	\$ 105,219.88
200	202-00010	REMOVAL OF TREE	EA	38.00	\$ 574.79	\$ 21,842.02
300	202-00019	REMOVAL OF INLET	EA	3.00	\$ 2,723.40	\$ 8,170.20
400	202-00021	REMOVAL OF MANHOLE	EA	12.00	\$ 2,561.75	\$ 30,741.00
500	202-00027	REMOVAL OF RIPRAP	SY	20.00	\$ 41.96	\$ 839.20
600	202-00031	REMOVAL OF FIRE HYDRANT	EA	2.00	\$ 3,740.90	\$ 7,481.80
700	202-00032	REMOVAL OF VALVE	EA	2.00	\$ 1,272.73	\$ 2,545.46
800	202-00035	REMOVAL OF PIPE	LF	3,665.00	\$ 70.58	\$ 258,675.70
900	202-00037	REMOVAL OF END SECTION	EA	3.00	\$ 410.03	\$ 1,230.09
950	202-00045	REMOVAL OF ELECTRICAL EQUIPMENT	LF	700.00	\$ 102.34	\$ 71,638.00
1000	202-00090	REMOVAL OF DELINEATOR	EA	75.00	\$ 15.00	\$ 1,125.00
1100	202-00120	REMOVAL OF CONCRETE BOX CULVERT	LF	32.00	\$ 494.80	\$ 15,833.60
1200	202-00200	REMOVAL OF SIDEWALK	SY	516.00	\$ 5.39	\$ 2,781.24
1300	202-00202	REMOVAL OF GUTTER	LF	228.00	\$ 4.64	\$ 1,057.92
1400	202-00203	REMOVAL OF CURB AND GUTTER	LF	3,735.00	\$ 5.06	\$ 18,899.10
1500	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	5,311.00	\$ 7.95	\$ 42,222.45
1600	202-00220	REMOVAL OF ASPHALT MAT	SY	28,831.00	\$ 7.61	\$ 219,403.91
1700	202-00250	REMOVAL OF PAVEMENT MARKING	SF	16,248.00	\$ 1.00	\$ 16,248.00
1800	202-00810	REMOVAL OF GROUND SIGN	EA	52.00	\$ 250.00	\$ 13,000.00
1900	202-00821	REMOVAL OF SIGN PANEL	EA	4.00	\$ 125.00	\$ 500.00
2000	202-01000	REMOVAL OF FENCE	LF	7,006.00	\$ 1.40	\$ 9,808.40
2100	202-01035	REMOVAL OF GATE	EA	1.00	\$ 210.00	\$ 210.00
2200	202-01130	REMOVAL OF GUARDRAIL TYPE 3	LF	9,447.00	\$ 7.54	\$ 71,230.38
2300	202-01190	REMOVAL OF GUARDRAIL TYPE 9	LF	4,812.00	\$ 33.60	\$ 161,683.20
2400	202-01200	REMOVAL OF HIGH-TENSION CABLE BARRIER	LF	3,219.00	\$ 8.19	\$ 26,363.61
2500	202-01300	REMOVAL OF END ANCHORAGE	EA	7.00	\$ 1,679.09	\$ 11,753.63
2600	202-05008	SAWING CONCRETE (8 INCH)	LF	215.00	\$ 10.00	\$ 2,150.00
2700	202-05030	SAWING ASPHALT MATERIAL (10 INCH)	LF	6,760.00	\$ 2.80	\$ 18,928.00
2800	203-00050	UNSUITABLE MATERIAL	CY	1,000.00	\$ 48.86	\$ 48,860.00
2900	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	319,759.00	\$ 14.24	\$ 4,553,368.16
3000	203-00062	EMBANKMENT MATERIAL (SPECIAL)(CIP)	CY	10,847.00	\$ 15.89	\$ 172,358.83
3100	203-01100	PROOF ROLLING	HR	200.00	\$ 131.31	\$ 26,262.00
3200	203-01500	BLADING	HR	100.00	\$ 221.42	\$ 22,142.00
3300	203-01510	BACKHOE	HR	100.00	\$ 216.43	\$ 21,643.00
3400	203-01550	DOZING	HR	100.00	\$ 256.72	\$ 25,672.00
3500	203-01597	POTHOLING	HR	300.00	\$ 395.33	\$ 118,599.00
3600	203-02330	LABORER	HR	100.00	\$ 63.04	\$ 6,304.00
3700	206-00000	STRUCTURE EXCAVATION	CY	21,961.00	\$ 21.56	\$ 473,479.16
3750	206-00050	STRUCTURE BACKFILL (SPECIAL)	CY	450.00	\$ 102.18	\$ 45,981.00
3800	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	31,953.00	\$ 65.79	\$ 2,102,187.87
3900	206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	2,654.00	\$ 29.56	\$ 78,452.24
4000	206-00360	MECHANICAL REINFORCEMENT OF SOIL	CY	22,994.00	\$ 1.92	\$ 44,148.48
4100	206-00510	FILTER MATERIAL (CLASS A)	CY	399.00	\$ 117.57	\$ 46,910.43
4250	206-01781	SHORING (AREA 1)	LS	1.00	\$ 348,260.27	\$ 348,260.27
4300	207-00205	TOPSOIL	CY	20,927.00	\$ 12.58	\$ 263,261.66
4400	207-00210	STOCKPILE TOPSOIL	CY	20,927.00	\$ 7.02	\$ 146,907.54
4500	208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	840.00	\$ 5.25	\$ 4,410.00
4600	208-00011	EROSION BALES	EA	30.00	\$ 29.00	\$ 870.00
4700	208-00013	EROSION LOG TYPE 1 (20 INCH)	LF	100.00	\$ 7.00	\$ 700.00
4800	208-00020	SILT FENCE	LF	19,544.00	\$ 1.00	\$ 19,544.00
4900	208-00033	SEDIMENT TRAP	EA	22.00	\$ 3,423.72	\$ 75,321.84
5000	208-00041	ROCK CHECK DAM	EA	64.00	\$ 1,309.87	\$ 83,831.68
5100		CONCRETE WASHOUT STRUCTURE	EA	1.00	\$ 16,762.77	\$ 16,762.77
5200	208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	EA	4.00	\$ 9,582.45	\$ 38,329.80
5300	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	136.00	\$ 4.25	\$ 578.00
5400	208-00052	STORM DRAIN INLET PROTECTION (TYPE II)	LF	448.00	\$ 10.25	\$ 4,592.00
5500	208-00070	VEHICLE TRACKING PAD (ROCK)	EA	1.00	\$ 3,406.63	\$ 3,406.63
5600	208-00071	MAINTENANCE AGGREGATE (VTP)	CY	20.00	\$ 418.73	\$ 8,374.60
5700	208-00075	PREFABRICATED VEHICLE TRACKING PAD	EA	12.00	\$ 12,733.77	\$ 152,805.24
5800		REM & DISP OF SEDIMENT (LABOR)	HR	400.00	\$ 62.65	\$ 25,060.00
5900		REM & DISP OF SEDIMENT (EQUIP)	HR	100.00	\$ 134.96	\$ 13,496.00
6000	208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	1,548.00	\$ 185.03	\$ 286,426.44
6100	208-00107	REMOVAL OF TRASH	HR	260.00	\$ 75.89	\$ 19,731.40
6200	208-00207	EROSION CONTROL MANAGEMENT	LS	1.00	\$ 885,722.82	\$ 885,722.82
6300	209-00600	DUST PALLIATIVE (MAGNESIUM CHLORIDE)	GL	5,468.00	\$ 2.85	\$ 15,583.80
6400	210-00805	RESET OVERHEAD SIGN STRUCTURE	EA	1.00	\$ 21,759.26	\$ 21,759.26
6500	210-00810	RESET GROUND SIGN	EA	5.00	\$ 750.00	\$ 3,750.00

6600 210-00815	RESET SIGN PANEL	EA	6.00	\$	450.00	\$	2,700.00
6650 210-00816	RESET SIGN PANEL (SPECIAL)	EA	2.00	\$	5,471.78	\$	10,943.56
6700	MODIFY INLET	EA	1.00	\$	8,257.10	\$	8,257.10
6800 211-03005	DEWATERING (SPECIAL)	LS	1.00	\$	325,691.56	\$	325,691.56
6900 212-00006	SEEDING (NATIVE)	AC	33.00	\$	635.00	\$	20,955.00
6910 212-00032	SOIL CONDITIONING	AC	42.00	\$	3,350.00	\$	140,700.00
7200 213-00004	MULCHING (WEED FREE STRAW)	AC	33.12	\$	595.00	\$	19,706.40
7300 213-00061	MULCH TACKIFIER	LB	4,760.00	\$	2.12	\$	10,091.20
7400 213-00150	BONDED FIBER MATRIX	AC	15.00	\$	2,900.00	\$	43,500.00
7500 216-00021	SOIL RETENTION BLANKET (CLASS 1)	SY	80,316.00	\$	2.18	\$	175,088.88
7600 217-00020	HERBICIDE TREATMENT	HR	160.00	\$	205.00	\$	32,800.00
7700 240-00000	WILDLIFE BIOLOGIST	HR	100.00	\$	155.00	\$	15,500.00
7800 240-00100	PRAIRIE DOG MANAGEMENT	LS	1.00	\$	16,000.00	\$	16,000.00
7900 304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	21,154.00	\$	72.43	\$	1,532,184.22
7950 304-06008	AGGREGATE BASE COURSE (CLASS 6)(SPECIAL)	CY	1,115.00	\$	131.36	\$	146,466.40
8000 308-00300	STABILIZED SUBGRADE	SY	9,262.00	\$	4.55	\$	42,142.10
8100 403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TN	379.00	\$	378.56	\$	143,474.24
8200 403-09221	STNE MATRIX ASPHALT (FIBERS)(ASPHALT)	TN	2,786.00	\$	182.82	\$	509,336.52
8400 403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TN	18,257.00	\$	95.12	\$	1,736,605.84
8500 403-34741	HOT MIX ASPHALT (GRADING SX) (75) (PG 64-22)	TN	2,760.00	\$	98.35	\$	271,446.00
8600 403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TN	2,357.00	\$	113.93	\$	268,533.01
8700 408-01100	JOINT SEALANT	LF	298.00	\$	15.50	\$	4,619.00
8800 411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GL	5,117.00	\$	4.56	\$	23,333.52
8900 412-00800	CONCRETE PAVEMENT (8 INCH)	SY	12,145.00	\$	93.76	\$	1,138,715.20
9000 412-00900	CONCRETE PAVEMENT (9 INCH)	SY	334.00	\$	97.15	\$	32,448.10
9100 412-01300	CONCRETE PAVEMENT (13 INCH)	SY	151.00	\$	118.18	\$	17,845.18
9200 420-00000	GEOMEMBRANE	SY	8,770.00	\$	8.08	\$	70,861.60
9300 420-00102	GEOTEXTILE (EROSION CONTROL)(CLASS 1)	SY	128.00	\$	25.24	\$	3,230.72
9400 420-00112	GEOTEXTILE (DRAINAGE) (CLASS 1)	SY	9,731.00	\$	2.63	\$	25,592.53
9500 501-00000	STEEL SHEET PILING (TYPE 1)	SF	953.00	\$	71.92	\$	68,539.76
9600 502-00460	PILE TIP	EA	42.00	\$	308.81	\$	12,970.02
9700 502-00500	COMPLETE JOINT PENETRATION (CJP) SPLICE	EA	8.00	\$	1,370.37	\$	10,962.96
9800 502-02010	DYNAMIC PILE TEST	EA	4.00	\$	4,232.65	\$	16,930.60
9900 502-11489	STEEL PILING (HP 14X89)	LF	4,523.00	\$	124.05	\$	561,078.15
10000 503-00018	DRILLED SHAFT (18 INCH)	LF	46.00	\$	630.00	\$	28,980.00
10100 503-00036	DRILLED SHAFT (36 INCH)	LF	76.00	\$	800.00	\$	60,800.00
10200 503-00042	DRILLED SHAFT (42 INCH)	LF	19.00	\$	900.00	\$	17,100.00
10300 503-00048	DRILLED SHAFT (48 INCH)	LF	4,000.00	\$	720.50	\$	2,882,000.00
10400 503-00054	DRILLED SHAFT (54 INCH)	LF	53.00	\$	968.99	\$	51,356.47
10500 503-00310	CROSSHOLE SONIC LOGGING TESTING	EA	42.00	\$	1,000.00	\$	42,000.00
10600 504-04420	PRECAST PANEL FACING	SF	33,840.00	\$	57.25	\$	1,937,340.00
10700 504-06406	SOIL NAIL	LF	7,300.00	\$	38.04	\$	277,692.00
10800 504-06410	VERIFICATION TESTING	EA	2.00	\$	2,399.24	\$	4,798.48
10900 506-00206	RIPRAP (6 INCH)	CY	66.00	\$	124.75	\$	8,233.50
10950 506-00406	SOIL RIPRAP (6 INCH)	CY	356.00	\$	150.76	\$	53,670.56
11100 506-00212	RIPRAP (12 INCH)	CY	207.00	\$	142.64	\$	29,526.48
11150 506-00224	RIPRAP (24 INCH)	CY	288.00	\$	185.58	\$	53,447.04
11200 503-00409	SOIL RIPRAP (9 INCH)	CY	300.00	\$	159.36	\$	47,808.00
11300 506-00412	SOIL RIPRAP (12 INCH)	CY	179.00	\$	184.44	\$	33,014.76
11500 506-00608	IN-CHANNEL BOULDER GROUTED (36 INCH)	CY	450.00	\$	592.20	\$	266,490.00
11600 506-01020	GEOGRID REINFORCEMENT	SY	184.00	\$	9.74	\$	1,792.16
11700 507-00000	CONCRETE SLOPE AND DITCH PAVING	CY	131.00	\$	1,820.08	\$	238,430.48
11800 515-00120	WATERPROOFING (MEMBRANE)	SY	10,327.00	\$	23.36	\$	241,238.72
11900 518-01004	BRIDGE EXPANSION DEVICE (0-4 INCH)	LF	304.00	\$	291.21	\$	88,527.84
12000 518-01050	BRIDGE EXPANSION DEVICE (SPECIAL)	LF	133.00	\$	353.61	\$	47,030.13
12100	CONCRETE CLASS B (DRAINAGE)	CY	36.00	\$	1,880.30	\$	67,690.80
12200 601-XXXXa	CONCRETE CLASS D (FOREBAY)	CY	136.00	\$	1,280.52	\$	174,150.72
12300 601-XXXXb	CONCRETE CLASS D (TRICKLE CHANNEL)	CY	240.00	\$	1,263.40	\$	303,216.00
12400	CONCRETE CLASS D (DRAINAGE)	CY	35.00	\$	2,117.77	\$	74,121.95
12500 601-03030	CONCRETE CLASS D (BOX CULVERT)	CY	927.00	\$	1,222.63	\$	1,133,378.01
12600 601-03040	CONCRETE CLASS D (BRIDGE)	CY	1,706.00	\$	1,077.39	\$	1,838,027.34
12700 601-03050	CONCRETE CLASS D (WALL)	CY	319.00	\$	2,118.62	\$	675,839.78
12800 601-03056	CONCRETE CLASS DF	CY	4,211.00	\$	986.92	\$	4,155,920.12
12900 601-40400	STRUCTURAL CONCRETE STAIN	SY	14,864.00	\$	15.35	\$	228,162.40
13000 602-00000	REINFORCING STEEL	LB	135,652.00	\$	1.16	\$	157,356.32
13100 602-00020	REINFORCING STEEL (EPOXY COATED)	LB	#####	\$	1.34	\$	1,839,277.30
13200 603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	2,781.00	\$	137.98	\$	383,722.38
13300 603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLAC	LF	897.00	\$	166.34	\$	149,206.98
13400 603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLAC	LF	862.00	\$	197.13	\$	169,926.06
13500 603-01540	54 INCH REINFORCED CONCRETE PIPE	LF	614.00	\$	425.01	\$	260,956.14
13600 603-01845	84 INCH REINFORCED CONCRETE PIPE	LF	298.00	\$	1,066.35	\$	317,772.30
13700 603-05018	18 INCH REINFORCED CONCRETE END SECTION	EA	16.00	\$	3,301.43	\$	52,822.88
13800 603-05024	24 INCH REINFORCED CONCRETE END SECTION	EA	6.00	\$	3,661.18	\$	21,967.08

13900 603-05054	54 INCH REINFORCED CONCRETE END SECTION	EA	1.00	\$	5,964.13	\$	5,964.13
14000 604-00305	INLET TYPE C (5 FOOT)	EA	4.00	\$	8,095.21	\$	32,380.84
14100 604-00310	INLET TYPE C (10 FOOT)	EA	1.00	\$	10,348.93	\$	10,348.93
14200 604-00320	INLET TYPE C (20 FOOT)	EA	1.00	\$	15,606.87	\$	15,606.87
14300 604-00510	INLET TYPE D (10 FOOT)	EA	1.00	\$	10,145.44	\$	10,145.44
14400 604-00610	INLET TYPE D (DOUBLE)(10 FOOT)	EA	1.00	\$	15,821.23	\$	15,821.23
14500 604-16510	INLET TYPE 16 (DOUBLE)(10 FOOT)	EA	2.00	\$	20,618.29	\$	41,236.58
14600 604-16515	INLET TYPE 16 (DOUBLE) (15 FOOT)	EA	3.00	\$	25,824.38	\$	77,473.14
14700 604-20000	OUTLET STRUCTURE	EA	2.00	\$	172,500.95	\$	345,001.90
14800 604-25000	VANE GRATE INLET SPECIAL	EA	10.00	\$	17,887.16	\$	178,871.60
14900 604-25005	VANE GRATE INLET (5 FOOT)(SPECIAL)	EA	5.00	\$	14,775.53	\$	73,877.65
15000 604-25010	VANE GRATE INLET (10 FOOT) (SPECIAL)	EA	8.00	\$	15,658.66	\$	125,269.28
15100 604-25015	VANE GRATE INLET (15 FOOT)	EA	1.00	\$	22,423.12	\$	22,423.12
15250 604-26015	VANE GRATE INLET (DOUBLE)(15 FOOT)	EA	1.00	\$	23,216.97	\$	23,216.97
15400 604-30010	MANHOLE SLAB BASE (10 FOOT)	EA	7.00	\$	7,853.33	\$	54,973.31
15500 604-30030	MANHOLE SLAB BASE (30 FOOT)	EA	1.00	\$	34,820.66	\$	34,820.66
15600 604-31015	MANHOLE BOX BASE (15 FOOT)	EA	2.00	\$	19,338.15	\$	38,676.30
15700 604-39010	MANHOLE SPECIAL (10 FOOT)	EA	1.00	\$	39,433.63	\$	39,433.63
15800 604-39020	MANHOLE SPECIAL (20 FOOT)	EA	1.00	\$	42,719.45	\$	42,719.45
15900 604-39050	MANHOLE (TRAFFIC MANAGEMENT SYSTEM)	EA	1.00	\$	12,100.00	\$	12,100.00
16100 605-85000	SURFACE SAND FILTER	SF	6,600.00	\$	14.91	\$	98,406.00
16200 606-00302	GUARDRAIL TYPE 3 (31 INCH MIDWEST GUARDRAILSYSTEM)	LF	6,730.00	\$	29.25	\$	196,852.50
16300 606-00302	GUARDRAIL TYPE 3 (31 INCH MW GR SYS)(7 FT POSTS)	LF	131.00	\$	39.85	\$	5,220.35
16400 606-00305	GUARDRAIL TYPE 3 (SPECIAL)	LF	1,642.00	\$	36.85	\$	60,507.70
16500 606-00710	GUARDRAIL TYPE 7 (STYLE CA)	LF	105.00	\$	50.79	\$	5,332.95
16600 606-00910	GUARDRAIL TYPE 9 (STYLE CA)	LF	48.00	\$	248.63	\$	11,934.24
16700 606-00930	GUARDRAIL TYPE 9 (STYLE CD)	LF	213.00	\$	137.92	\$	29,376.96
16800 606-00931	GUARDRAIL TYPE 9 (STYLE CD) (SPECIAL)	LF	467.00	\$	264.96	\$	123,736.32
16900 606-00940	GUARDRAIL TYPE 9 (STYLE CE)	LF	1,883.00	\$	289.26	\$	544,676.58
17000 606-01340	END ANCHORAGE TYPE 3D	EA	6.00	\$	1,489.00	\$	8,934.00
17100 606-01370	TRANSITION TYPE 3G	EA	8.00	\$	2,965.00	\$	23,720.00
17200 606-01372	TRANSITION TYPE GR9-GR3	EA	10.00	\$	4,353.50	\$	43,535.00
17300 606-01380	TRANSITION TYPE 3H	EA	5.00	\$	2,200.00	\$	11,000.00
17400 606-01403	TRANSITION TYPE BR9-GR9	EA	4.00	\$	4,723.35	\$	18,893.40
17500 606-01407	TRANSITION TYPE BR9-GR3	EA	4.00	\$	9,028.39	\$	36,113.56
17600 606-02003	END ANCHORAGE (NONFLARED)	EA	10.00	\$	3,250.00	\$	32,500.00
17700 606-10900	BRIDGE RAIL TYPE 9	LF	3,717.00	\$	292.25	\$	1,086,293.25
17800 606-21010	END ANCHORAGE (HIGH-TENSION CABLE BARRIER)	EA	1.00	\$	10,950.00	\$	10,950.00
17900 607-00005	END POST	EA	16.00	\$	680.00	\$	10,880.00
18000 607-00010	CORNER AND LINE BRACE POST	EA	18.00	\$	1,030.00	\$	18,540.00
18100 607-01050	FENCE WIRE WITH METAL POSTS	LF	76.00	\$	176.75	\$	13,433.00
18200 607-11350	FENCE (DEER)	LF	8,450.00	\$	13.10	\$	110,695.00
18210 607-11525	FENCE (PLASTIC)	LF	10,301.00	\$	4.75	\$	48,929.75
18300 607-53137	FENCE CHAIN LINK (SPECIAL) (36 INCH)	LF	5,133.00	\$	38.85	\$	199,417.05
18400 604-53148	FENCE CHAIN LINK (48 INCH)	LF	300.00	\$	40.73	\$	12,219.00
18500 607-53178	FENCE CHAIN LINK (SPEC)(78 INCH)	LF	180.00	\$	98.39	\$	17,710.20
18600 607-60117	16 FOOT GATE (SPECIAL)	EA	2.00	\$	2,050.00	\$	4,100.00
18700 607-60620	ROAD CLOSURE GATE	EA	1.00	\$	26,000.00	\$	26,000.00
18800 608-00006	CONCRETE SIDEWALK (6 INCH)	SY	5,334.00	\$	71.54	\$	381,594.36
18900 608-00010	CONCRETE CURB RAMP	SY	258.00	\$	143.87	\$	37,118.46
19000 608-00015	DETECTABLE WARNINGS	SF	647.00	\$	116.18	\$	75,168.46
19100 608-00050	DIRECTIONAL GUIDANCE INDICATORS	SF	15.00	\$	315.49	\$	4,732.35
19200 609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	4,409.00	\$	33.77	\$	148,891.93
19300 609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	4,470.00	\$	39.03	\$	174,464.10
19400 609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	31.00	\$	53.86	\$	1,669.66
19500 609-24002	GUTTER TYPE 2 (2.5 FOOT)	LF	30.00	\$	34.60	\$	1,038.00
19600 609-60011	CURB TYPE 6 (SECTION M)	LF	3,260.00	\$	19.50	\$	63,570.00
19700 610-00024	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	SF	6,187.00	\$	14.86	\$	91,938.82
19800 610-00035	MEDIAN COVER MATERIAL (CONCRETE)(SPECIAL)	SF	328.00	\$	29.13	\$	9,554.64
19900 610-00055	MEDIAN COVER MATERIAL (STNE)	TN	338.00	\$	184.66	\$	62,415.08
20000 610-00100	MEDIAN EDGING (PATTERNED CONCRETE)	LF	2,690.00	\$	49.22	\$	132,401.80
20100 612-00001	DELINEATOR (TYPE I)	EA	47.00	\$	25.00	\$	1,175.00
20200 612-00002	DELINEATOR (TYPE II)	EA	99.00	\$	27.00	\$	2,673.00
20300 612-00003	DELINEATOR (TYPE III)	EA	3.00	\$	30.00	\$	90.00
20400 612-00021	DELINEATOR (TYPE I) (BARRIER)	EA	14.00	\$	95.00	\$	1,330.00
20500 612-00022	DELINEATOR (TYPE II) (BARRIER)	EA	6.00	\$	110.00	\$	660.00
20600 612-00101	DELINEATOR (DRIVABLE CONCRETE INSTALLATION) (TYPE	EA	38.00	\$	100.00	\$	3,800.00
20700 612-00103	DELINEATOR (DRIVABLE CONCRETE INSTALLATION) (TYPE	EA	16.00	\$	110.00	\$	1,760.00
20800 612-00260	LOCATION MARKER (FIBER OPTIC)(DOME)	EA	19.00	\$	285.00	\$	5,415.00
20900 613-00100	1 INCH ELECTRICAL CONDUIT	LF	210.00	\$	65.00	\$	13,650.00
21000 613-00200	2 INCH ELECTRICAL CONDUIT	LF	6,484.00	\$	24.00	\$	155,616.00
21100 613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	3,955.00	\$	27.00	\$	106,785.00
21200 613-00210	2 INCH ELECTRICAL CONDUIT (SPECIAL)	LF	960.00	\$	31.00	\$	29,760.00

21300 613-00300	3 INCH ELECTRICAL CONDUIT	LF	550.00	\$	22.00	\$	12,100.00
21400 613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	910.00	\$	32.00	\$	29,120.00
21500 613-01100	1 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	2,100.00	\$	12.00	\$	25,200.00
21600 613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	22,735.00	\$	17.00	\$	386,495.00
21700 613-01201	2 INCH ELECTRICAL CONDUIT (PLASTIC) (SPECIAL)	LF	4,200.00	\$	17.00	\$	71,400.00
21800 613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	1,710.00	\$	22.00	\$	37,620.00
21900 613-01301	3 INCH ELECTRICAL CONDUIT (PLASTIC) (SPECIAL)	LF	500.00	\$	22.00	\$	11,000.00
22000 613-04020	CONDUIT HANGER SYSTEM	LS	1.00	\$	46,668.21	\$	46,668.21
22100 613-012XX	2 INCH ELECTRICAL CONDUIT (FLEXIBLE METAL)	LF	520.00	\$	60.00	\$	31,200.00
22200 613-013XX	3 INCH ELECTRICAL CONDUIT (FLEXIBLE METAL)	LF	440.00	\$	71.00	\$	31,240.00
22300 613-07000	PULL BOX (SPECIAL)	EA	21.00	\$	980.00	\$	20,580.00
22400 613-07001	TYPE ONE PULL BOX	EA	17.00	\$	1,450.00	\$	24,650.00
22500 613-07002	TYPE TWO PULL BOX	EA	10.00	\$	1,525.00	\$	15,250.00
22600 613-07010	PULL BOX (SURFACE MOUNTED)	EA	25.00	\$	1,725.00	\$	43,125.00
22700 613-07011	PULL BOX (11"X18"X12")	EA	11.00	\$	1,450.00	\$	15,950.00
22800 613-07018	PULL BOX (18"X12"X8")	EA	12.00	\$	2,050.00	\$	24,600.00
22900 613-07023	PULL BOX (24"X36"X24")	EA	17.00	\$	3,000.00	\$	51,000.00
23000 613-07040	PULL BOX (30"X48"X24")	EA	15.00	\$	3,800.00	\$	57,000.00
23100 613-07050	PULL BOX (13"X24"X18") DEEP	EA	68.00	\$	1,675.00	\$	113,900.00
23200 613-10000	WIRING	LS	1.00	\$	336,000.00	\$	336,000.00
23300 613-13000	LUMINAIRE (LED) (SPECIAL)	EA	7.00	\$	1,550.00	\$	10,850.00
23400 613-13004	LUMINAIRE (LED) (4,000 LUMENS)	EA	21.00	\$	875.00	\$	18,375.00
23500 613-13010	LUMINAIRE(LED)(10,000 LUMENS)	EA	61.00	\$	3,450.00	\$	210,450.00
23600 613-32400	LIGHT STANDARD STEEL (40 FOOT)	EA	65.00	\$	3,900.00	\$	253,500.00
23700 613-34401	LIGHT STANDARD STEEL (40 FOOT)(SPECIAL)	EA	2.00	\$	4,900.00	\$	9,800.00
23800 613-40000	CONCRETE FOUNDATION PAD	EA	8.00	\$	2,500.00	\$	20,000.00
23900 613-40010	LIGHT STANDARD FOUNDATION	EA	53.00	\$	3,350.00	\$	177,550.00
24000 613-40012	LIGHT STANDARD FOUNDATION SPECIAL	EA	9.00	\$	775.00	\$	6,975.00
24100 613-50100	LIGHTING CONTROL CENTER	EA	5.00	\$	11,000.00	\$	55,000.00
24200 613-50109	METER POWER PEDESTAL	EA	3.00	\$	10,100.00	\$	30,300.00
24300 614-00011	SIGN PANEL (CLASS I)	SF	260.00	\$	28.00	\$	7,280.00
24400 614-00012	SIGN PANEL (CLASS II)	SF	796.00	\$	38.00	\$	30,248.00
24500 614-00013	SIGN PANEL (CLASS III)	SF	2,340.00	\$	48.00	\$	112,320.00
24600 614-00027	SIGN PANEL (CLASS II) (INSTALL ONLY)	SF	7.00	\$	18.00	\$	126.00
24700 614-00214	STEELSIGNPOST (1.75X1.75 INCH TUBING)	LF	33.00	\$	13.00	\$	429.00
24800 614-00216	STEELSIGNPOST (2X2 INCH TUBING)	LF	193.00	\$	16.00	\$	3,088.00
24900 614-00220	STEELSIGNPOST (2.5X2.5 INCH TUBING)	LF	28.00	\$	19.00	\$	532.00
25000 614-00818	STEELSIGNPOST (W 8X18)	LF	39.00	\$	140.00	\$	5,460.00
25100 614-01022	STEELSIGNPOST (W 10X22)	LF	41.00	\$	160.00	\$	6,560.00
25200 614-01583	STEELSIGN SUPPORT (2-1/2 IN ROUND SCH 80) (POST &	EA	24.00	\$	700.00	\$	16,800.00
25300 614-03003	CONCRETE FOOTING (TYPE 3)	EA	2.00	\$	3,000.00	\$	6,000.00
25400 614-03005	CONCRETE FOOTING (TYPE 5)	EA	2.00	\$	4,000.00	\$	8,000.00
25500 614-10130	ILLUMINATED SIGN	EA	5.00	\$	6,750.00	\$	33,750.00
25600 614-32400	MONOTUBE OVERHEAD SIGN CANTILEVER (24 INCH DIAMETE	EA	6.00	\$	51,565.70	\$	309,394.20
25700 614-42400	MONOTUBE OVERHEAD SIGN BRIDGE (24 INCH DIAMETER)	EA	1.00	\$	129,898.55	\$	129,898.55
25800 614-70024	1310NM SFP OPTIC MODULE	EA	12.00	\$	650.00	\$	7,800.00
25900 614-70028	CWDM SFP OPTIC MODULE	EA	2.00	\$	900.00	\$	1,800.00
26000 614-70030	OPTICAL ATTENUATOR	EA	12.00	\$	300.00	\$	3,600.00
26100 614-70032	OPTICAL FILTER	EA	8.00	\$	850.00	\$	6,800.00
26200 614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	12.00	\$	905.00	\$	10,860.00
26300 614-70200	ACCESSIBLE PEDESTRIAN SIGNAL	EA	12.00	\$	1,550.00	\$	18,600.00
26400 614-70225	TRAFFIC SIGNAL FACE (12-12)	EA	6.00	\$	950.00	\$	5,700.00
26500 614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	36.00	\$	1,450.00	\$	52,200.00
26600 614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	13.00	\$	1,750.00	\$	22,750.00
26700 614-72740	BLANK OUT SING (LED)(SINGLE FACED)	EA	2.00	\$	6,100.00	\$	12,200.00
26800 614-72830	COMMUNICATIONS CABINET	EA	3.00	\$	20,750.00	\$	62,250.00
26900 614-72832	COMMUNICATIONS CABINET (TYPE 2)	EA	3.00	\$	20,200.00	\$	60,600.00
27000 614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	EA	2.00	\$	33,400.00	\$	66,800.00
27100 614-72864	FIRE PREEMPTION UNIT	EA	7.00	\$	4,225.00	\$	29,575.00
27200 614-72884	TRAFFIC SIGNAL VEHICLE DETECTOR (MICRO WAVE TYPE)	EA	6.00	\$	11,500.00	\$	69,000.00
27300 614-72887	MICROWAVE VEHICLE RADAR DETECTOR	EA	3.00	\$	11,600.00	\$	34,800.00
27400 614-72888	MICROWAVE VEHICLE RADAR DETECTOR (INSTALL ONLY)	EA	5.00	\$	1,250.00	\$	6,250.00
27500 614-72895	VEHICLE DETECTION SYSTEM (SINGLE CAMERA)	EA	4.00	\$	1,250.00	\$	5,000.00
27600 614-80000	FLASHING BEACON	EA	6.00	\$	2,775.00	\$	16,650.00
27700 614-80003	RECTANGULAR RAPID FLASHING BEACON	EA	8.00	\$	11,700.00	\$	93,600.00
27800 614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST AR	EA	1.00	\$	30,300.00	\$	30,300.00
27900 614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST AR	EA	2.00	\$	30,400.00	\$	60,800.00
28000 614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST AR	EA	1.00	\$	30,500.00	\$	30,500.00
28100 614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST AR	EA	3.00	\$	30,700.00	\$	92,100.00
28200 614-81155	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-55 FOOT MAST AR	EA	1.00	\$	31,200.00	\$	31,200.00
28300 614-81165	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-65 FOOT MAST AR	EA	2.00	\$	43,700.00	\$	87,400.00
28400 614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EA	9.00	\$	3,450.00	\$	31,050.00
28500 614-84100	TRAFFIC SIGNAL PEDESTAL POLE ALUMINUM	EA	6.00	\$	5,125.00	\$	30,750.00

28600 614-85003	IMPACT ATTENUATOR (LOW MAINTENANCE)	EA	1.00	\$ 45,238.65	\$ 45,238.65
28700 614-86007	SERIAL TO IP CONCERTER	EA	3.00	\$ 1,890.00	\$ 5,670.00
28800 614-86238	TRAFF SIG CONTR (SOLID STATE)(FULL ACTUATED)(8 PHA	EA	2.00	\$ 8,250.00	\$ 16,500.00
28900 614-86250	RAMP METERING CONTROLLER	EA	3.00	\$ 5,400.00	\$ 16,200.00
29000 614-86800	UNINTERRUPTED POWER SUPPLY	EA	2.00	\$ 10,000.00	\$ 20,000.00
29100 614-87010	FIBER OPTIC CABLE (SINGLE MODE) (12 FIBER)	LF	13,460.00	\$ 6.00	\$ 80,760.00
29200 614-87012	FIBER OPTIC TERMINATION PANEL (12 FIBER)	EA	7.00	\$ 3,400.00	\$ 23,800.00
29300 614-87015	BUFFER TUBE FAN OUT KIT	EA	7.00	\$ 450.00	\$ 3,150.00
29400 614-87320	CLOSED CIRCUIT TELEVISION	EA	1.00	\$ 5,725.00	\$ 5,725.00
29500 614-87321	CLOSED CIRCUIT TELEVISION (INSTALL ONLY)	EA	18.00	\$ 1,010.00	\$ 18,180.00
29600 614-87350	TEST FIBER OPTIC CABLE	LS	1.00	\$ 30,000.00	\$ 30,000.00
29700 614-87364	CLOSED CIRCUIT TELEVISION POLE WITH LOWERING DEVIC	EA	1.00	\$ 45,000.00	\$ 45,000.00
29800 614-87690	ETHERNET SWITCH	EA	4.00	\$ 17,400.00	\$ 69,600.00
29900 614-87692	ETHERNET SWITCH TYPE II	EA	3.00	\$ 12,500.00	\$ 37,500.00
30000 618-00510	PRESTRESSED CONCRETE I (SPECIAL)	LF	1,853.00	\$ 421.47	\$ 780,983.91
30100 618-01163	PRESTRESSED CONCRETE I (CBT63)	LF	4,194.00	\$ 403.54	\$ 1,692,446.76
30200 618-01172	PRESTRESSED CONCRETE I (CBT72)	LF	4,471.00	\$ 424.05	\$ 1,895,927.55
30300 614-XXXXX	DEFLECTION COUPLING (21")	EA	20.00	\$ 1,700.00	\$ 34,000.00
30400 620-00018	FIELD OFFICE AND LABORATORY FACILITY	LS	1.00	\$ 553,336.97	\$ 553,336.97
30500 620-00020	SANITARY FACILITY	EA	2.00	\$ 15,500.00	\$ 31,000.00
30600 621-00450	DETOUR PAVEMENT	SY	1,375.00	\$ 61.54	\$ 84,617.50
30700 625-00000	CONSTRUCTION SURVEYING	LS	1.00	\$ 1,065,900.00	\$ 1,065,900.00
30800 625-00001	CONSTRUCTION SURVEYING (HRLY)	HR	300.00	\$ 240.00	\$ 72,000.00
30900 626-00100	MOBILIZATION (WITHOUT AUTOPAY)	LS	1.00	\$ 9,710,699.57	\$ 9,710,699.57
31000 626-01111	PUBLIC INFORMATION MANAGEMENT (TIER I)	DY	635.00	\$ 60.00	\$ 38,100.00
31100 627-00008	MODIFIED EPOXY PAVEMENT MARKING	GL	145.00	\$ 165.00	\$ 23,925.00
31200 627-00009	MODIFIED EPOXY PAVEMENT MARKING(INLAID)	GL	180.00	\$ 250.00	\$ 45,000.00
31300 627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	GL	235.00	\$ 60.00	\$ 14,100.00
31400 627-01010	PREFORMED PLASTIC PAVEMENT MARKING (TYPE I)(INLAID	SF	6,740.00	\$ 18.00	\$ 121,320.00
31500 627-01011	PREFORMED PLASTIC PVMT MKG (CONTRAST)(INLAID)	SF	290.00	\$ 20.00	\$ 5,800.00
31600 627-02010	PREFORMED PLASTIC PAVEMENT MARKING (TYPE II) (INLA	SF	3,470.00	\$ 22.00	\$ 76,340.00
31700 627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD- SY	SF	1,010.00	\$ 18.00	\$ 18,180.00
31800 627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-ST	SF	2,940.00	\$ 16.00	\$ 47,040.00
31900 630-00000	FLAGGING	HR	3,000.00	\$ 35.00	\$ 105,000.00
32000 630-00003	UNIFORMED TRAFFIC CONTROL	HR	960.00	\$ 135.00	\$ 129,600.00
32200 630-00007	TRAFFIC CONTROL INSPECTION	DY	200.00	\$ 250.00	\$ 50,000.00
32300 630-00012	TRAFFIC CONTROL MANAGEMENT	DY	400.00	\$ 825.00	\$ 330,000.00
32400 630-80002	FLASHING BEACON (SOLAR)	EA	8.00	\$ 3,250.00	\$ 26,000.00
32500 630-80332	BARRICADE (TYPE 3 F-B) (TEMPORARY)	EA	4.00	\$ 450.00	\$ 1,800.00
32600 630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EA	33.00	\$ 450.00	\$ 14,850.00
32700 630-80341	CONSTRUCTION TRAFFIC SIGN (PANELSIZE A)	EA	218.00	\$ 150.00	\$ 32,700.00
32800 630-80342	CONSTRUCTION TRAFFIC SIGN (PANELSIZE B)	EA	90.00	\$ 450.00	\$ 40,500.00
32900 630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EA	67.00	\$ 450.00	\$ 30,150.00
33000 630-80355	PORTABLE MESSAGE SIGN PANEL	EA	4.00	\$ 10,500.00	\$ 42,000.00
33100 630-80357	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL	EA	5.00	\$ 4,500.00	\$ 22,500.00
33200 630-80360	DRUM CHANNELIZING DEVICE	EA	252.00	\$ 85.00	\$ 21,420.00
33300 630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EA	10.00	\$ 95.00	\$ 950.00
33400 630-80367	PORTABLE TRAFFIC SPEED MONITOR	EA	2.00	\$ 9,500.00	\$ 19,000.00
33500 630-80370	BARRIER (TEMPORARY)	LF	13,978.00	\$ 41.86	\$ 585,119.08
33600 630-80380	TRAFFIC CONE	EA	252.00	\$ 10.00	\$ 2,520.00
33700 630-80401	DELINEATOR (TYPE I) (TEMPORARY)	EA	32.00	\$ 65.00	\$ 2,080.00
33800 630-85010	IMPACT ATTENUATOR (TEMPORARY)	EA	11.00	\$ 10,977.22	\$ 120,749.42
33900 630-85041	MOBILE ATTENUATOR	DY	74.00	\$ 825.00	\$ 61,050.00
34000 641-10010	INITIAL SHOTCRETE FACING	SF	3,789.00	\$ 19.64	\$ 74,415.96

Subtotal Bid Items		\$ 65,027,180.09
CMGC Fee	7%	\$ 4,551,902.61
Total Package 2 Construction w/ CMGC Fee		\$ 69,579,082.70