

OVERPASS AGREEMENT

BNSF File No. BF10016281
Rivergate Blvd Overpass
U.S. D.O.T. No. 807392L
LS 645
MP1.474
Fallbridge Spur 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 Portland Bureau of Transportation, a political subdivision of the State of Oregon ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the CITY OF PORTLAND, State of Oregon;

WHEREAS, Agency desires to improve the existing Rivergate Blvd at-grade crossing by constructing a new crossing at separated grades to be known as the Rivergate Blvd Overpass, D.O.T. No. 807392L; and

WHEREAS, the existing Rivergate Blvd at-grade crossing will be permanently closed, vacated and removed upon completion of construction and the placing in service of said overpass.

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 Rivergate Blvd Overpass (hereinafter referred to as the "**Structure**"), more particularly described on the Exhibit A 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 be excluded from the use of Rivergate Blvd between North Lombard St. and North Time Oil Road. Additionally, temporary controls during construction must be in compliance with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

ARTICLE II) BNSF OBLIGATIONS

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

1. Intentionally left blank.

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 C 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 C. 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 C 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 B;
- (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) Removal of the existing Rivergate Blvd at-grade crossing and obliteration of the crossing between the rails and two feet outside thereof; and

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 C. 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 plans and specifications for the Project. One digital set of plans (reduced size 11" x 17"), together with one digital copy of calculations, and one digital copy of specifications 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 D, 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 B 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 boundary of BNSF's right of way in order to provide BNSF with permanent access for maintenance purposes;
- (e) Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along Rivergate Blvd between the tracks and the traveled roadways;
- (f) Provide appropriate pedestrian control during construction;
- (i) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;
- (j) 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;

7. Agency must apply and maintain said D.O.T. Crossing number 807392L 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 B and execute the agreement attached hereto as Exhibit B-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 B, 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 B 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 four (4) copies of any plans (including two sets of 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 E 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 PROVIDER 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 B and Exhibit B-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 B, Exhibit B-1, and Exhibit D attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, 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 B-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 To Be Determined 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 D, 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.**

17. 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.

18. Agency must perform all necessary work to obtain the permanent closure and vacation of Rivergate Blvd 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 Rivergate Blvd 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 To Be Determined.

2. The work hereunder must be done in accordance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit E 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 B-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.

6. Intentionally left blank.

7. 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.

8. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 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.

9. 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.

10. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project over or immediately adjacent to the BNSF owned track 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. 807392L and must state the time that construction activities will begin.

11. 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 E, 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 Rivergate Blvd.

- (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.

12. 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.

13. Agency must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as one set of computer diskettes containing 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 E 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.

14. Subject to the restrictions imposed by Article IV, Section 9 above and in accordance with the requirements of Article II, 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 B and Exhibit B-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

15. 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.

16. 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.

17. 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 for a period of three (3) years from the date of final BNSF invoice under this Agreement.

18. 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.

19. In the event construction of the Project does not commence within 12 months of the Effective Date, this Agreement will become null and void.

20. 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.

21. 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.

22. 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.

23. 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 Railway Company:

BNSF's Manager of Public Projects
Stephen Semenick
2454 Occidental Ave S, Ste 2D
Seattle, WA 98134

Agency:

PBOT Capital Project Manager
Dan Layden
1120 SW 5th Ave St. 1331
Portland, Or. 97204

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: _____

AGENCY

PBOT _____

By: _____

Printed Name: Chris Warner _____

Title: _____ Director _____

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet and Vicinity Map
1A	Index of Sheets and Standard Drawings

EXHIBIT A

City of Portland Bureau of Transportation

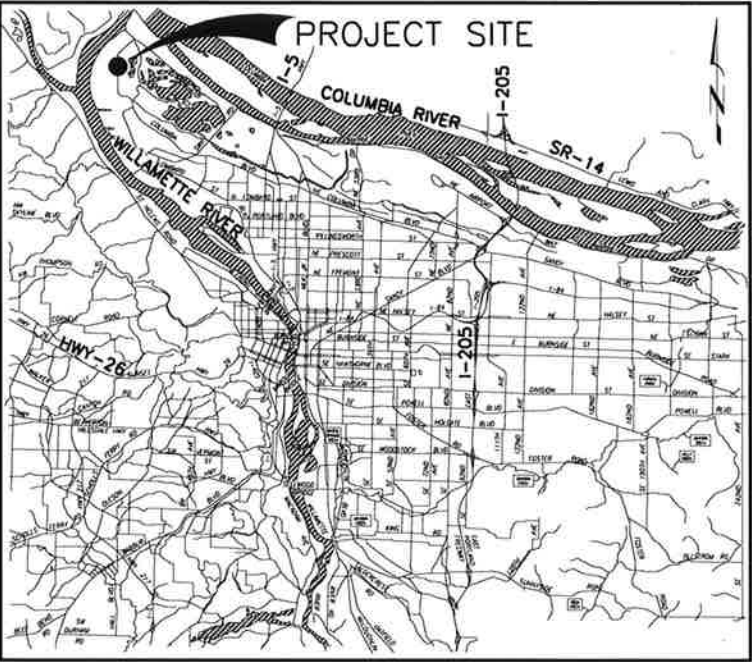
Plans for Proposed Project

Grading, Paving, Drainage, Structures, Signing, Striping, Illumination
Landscaping, Irrigation, Water, Stormwater and Roadside Development

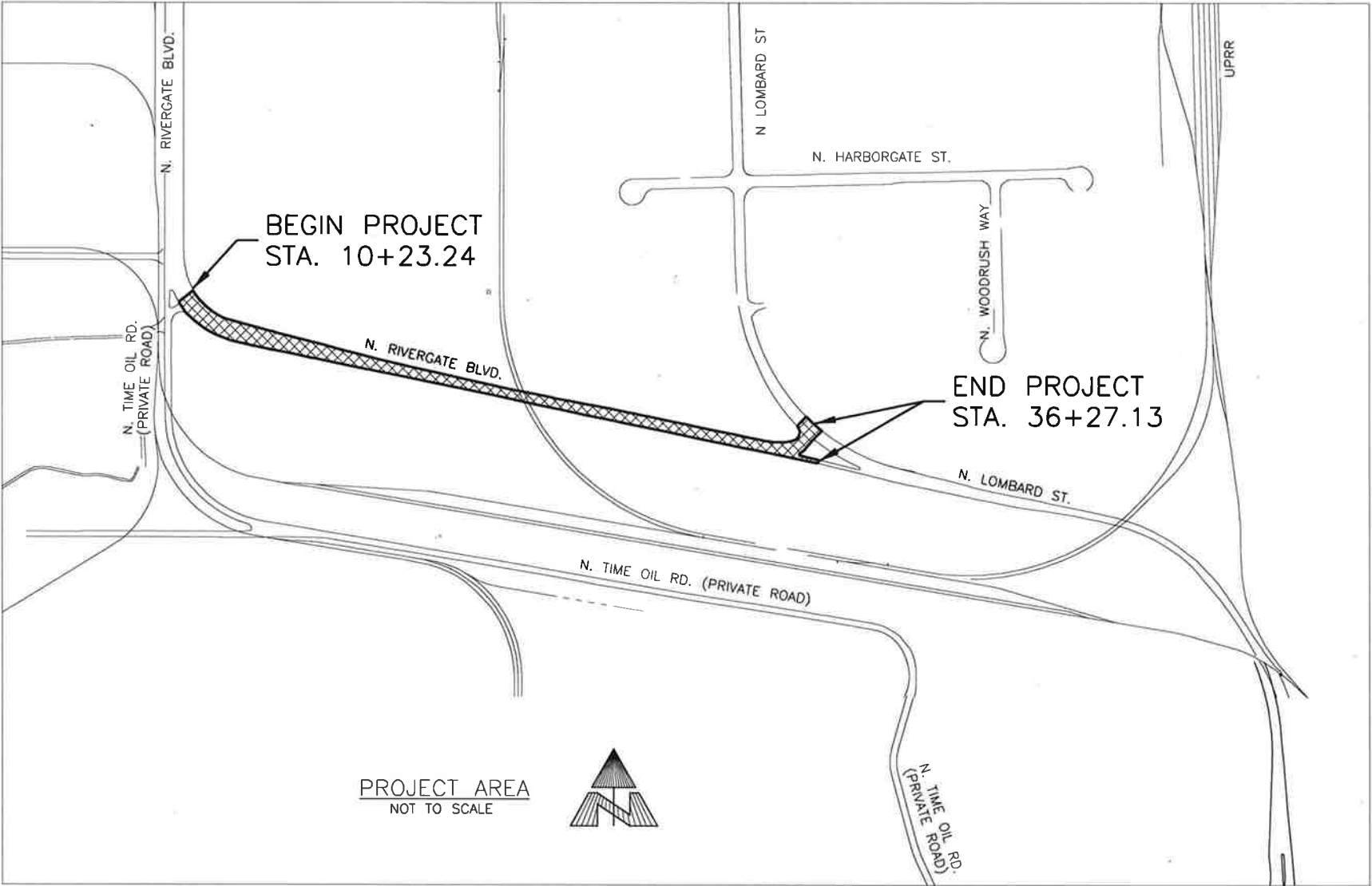
N RIVERGATE FREIGHT PROJECT

Multnomah County

December 2018



PORTLAND, OREGON
VICINITY MAP
NOT TO SCALE



NOTICE TO EXCAVATORS:

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER.

(NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-232-1987).

POTENTIAL UNDERGROUND FACILITY OWNERS

Dig Safely.




Call the Oregon One-Call Center
DIAL 811 or 1-800-332-2344

EMERGENCY TELEPHONE NUMBERS

NW NATURAL GAS	
M-F 7am-6pm	503-226-4211 Ex. 4313
AFTER HOURS	503-226-4211
PGE	503-464-7777
CENTURYLINK	1-800-573-1311
CITY BUREAU OF MAINTENANCE	503-823-1700
CITY WATER	503-823-4874
VERIZON	1-800-483-1000

PLOT SHEET: 01 of 1 Sheet 1 12/19/2018 2:28:25 PM TANDUYEN

CITY OF PORTLAND VERTICAL DATUM

				CONSTRUCTED BY _____		DESIGNED BY <i>W. Hume</i>		DATE APPROVED <i>Dec 2018</i>			APPROVALS:				<div>N Rivergate Freight Project N Time Oil Rd. to N Lombard St.</div> <div>Title Sheet and Vicinity Map</div>	174 SECTION SEC. 35 T. 2 N., R. 1 W. PBOT JOB NO. T00458 SHEET NO. 1		
				PROJECT COMPLETED _____		CAD BY <i>T. Nguyen</i>		SECTION ENGR _____			PBOT PRINCIPAL ENGINEER _____						REG. PROF. ENGR. 51704PE	
				MAP CORRECTED BY _____		CHECKED BY <i>B. LeBlanc</i>		_____			PBOT CITY ENGINEER _____						REG. PROF. ENGR. 51538PE	
				CHECKED BY _____		_____		_____			_____						_____	
NO. DATE DESCRIPTION APPD.				_____		_____		_____			_____						_____	
REVISIONS				FINAL MAP DATA		STP-5900 (290)		_____			CHLOE EUDALY STEVE TOWNSEN, P.E.						COMMISSIONER CITY ENGINEER	

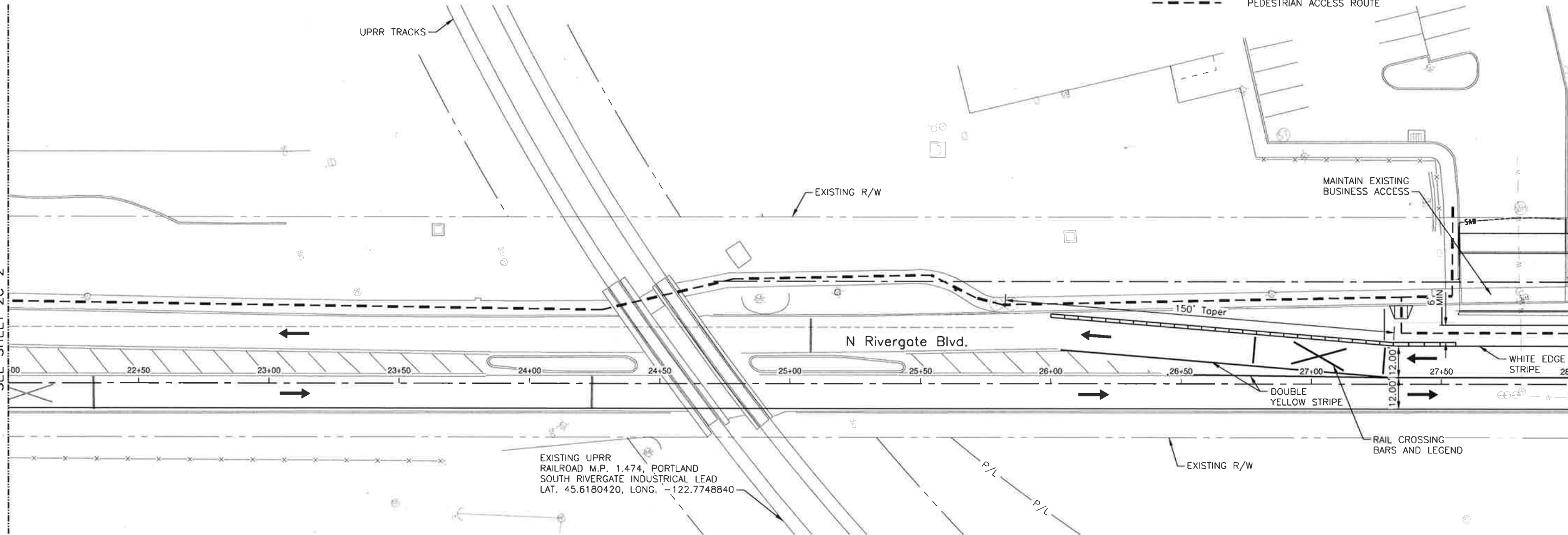
PLOT SHEET 02C-03 12/18/2018 1:45:55 PM TANGUYEN

SEE SHEET 2C-2

SEE SHEET 2C-4

LEGEND

- TEMPORARY WORK ZONE
- CONSTRUCTION UNDER TRAFFIC
- DIRECTION OF TRAVEL
- TEMPORARY CURB RAMP
- TEMPORARY STRIPING
- TEMPORARY FENCING
- TEMPORARY BARRIER
- PEDESTRIAN ACCESS ROUTE

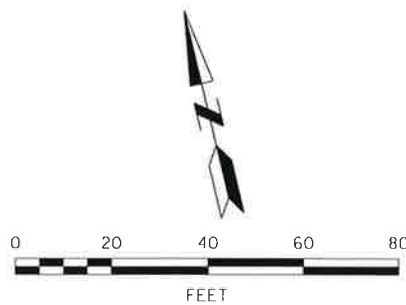


CONSTRUCTION NOTES

- EXISTING BUSINESS ACCESS SHALL REMAIN OPEN FOR THE DURATION OF STAGE 1 CONSTRUCTION
- THE EXISTING RAIL CROSSING SHALL REMAIN ACTIVE FOR THE DURATION OF STAGE 1
- REMOVE ALL CONFLICTING EXISTING PAVEMENT STRIPING
- MAINTAIN ON A CONTINUOUS BASIS ALL SIGNS, DELINEATORS, BARRICADES, ETC. TO ENSURE PROPER FLOW AND SAFETY OF PEDESTRIAN AND VEHICULAR TRAFFIC DURING CONSTRUCTION
- SEE SHEET 2C-11 FOR STAGE 1 TEMPORARY SIGNING PLAN
- PROVIDE A 6-FOOT MINIMUM CLEAR WIDTH FOR TEMPORARY PEDESTRIAN ACCESSIBLE ROUTE THROUGH THE WORK ZONE
- INSTALL TEMPORARY CURB RAMPS PERPENDICULAR TO THE CURB AND INCLUDE SIDE APRONS
- CONTRACTOR TO SEQUENCE REMOVAL OF EXISTING SIDEWALK TO ALLOW PEDESTRIAN ACCESS TO BE MAINTAINED FOR THE DURATION OF STAGE 1

STAGE 1 SEQUENCE OF WORK

- CONSTRUCT AC MILL AND OVERLAY ON N TIME OIL ROAD. SEE SHEET 2A-2 FOR N TIME OIL ROAD TYPICAL SECTION
- INSTALL STRIPING AND PAVEMENT MARKINGS ON N TIME OIL ROAD
- CONSTRUCT CONCRETE WALK
- CONSTRUCT ACCESS ROAD DRAINAGE SYSTEM AND STORM FACILITIES. SEE DRAINAGE PLAN SHEETS
- CONSTRUCT PORTION OF WATER LINE LOCATED WITHIN THE ACCESS ROAD. SEE WATER PLAN SHEETS
- CONSTRUCT ACCESS ROAD CURB, SIDEWALK, DRIVEWAYS, ISLANDS, AND CURB RAMPS
- CONSTRUCT ACCESS ROAD AC PAVEMENT SECTION MINUS THE LAST LIFT OF MWMAC PAVEMENT
- CONSTRUCT ACCESS ROAD ILLUMINATION. SEE ILLUMINATION PLAN SHEETS
- CONSTRUCT PEDESTRIAN BEACON AND APPURTENANCES ALONG N. LOMBARD STREET. SEE SIGNAL PLAN SHEETS



DESIGNED BY W. Hume		DATE APPROVED Dec 2018	
CHECKED BY T. Nguyen		SECTION ENGR	
CHECKED BY B. LeBlanc		STP-5900 (290)	
CONSTRUCTED BY		APPROVALS:	
PROJECT COMPLETED		PBOT PRINCIPAL ENGINEER REG. PROF. ENGR. 51704PE	
MAP CORRECTED BY		PBOT CITY ENGINEER REG. PROF. ENGR. 51538PE	
CHECKED BY		PLOT SHEET 02C-03 12/18/2018 1:45:55 PM TANGUYEN	
NO. DATE DESCRIPTION APPD.		FINAL MAP DATA	
REVISIONS		STP-5900 (290)	

APPROVALS:

PBOT PRINCIPAL ENGINEER REG. PROF. ENGR. 51704PE

PBOT CITY ENGINEER REG. PROF. ENGR. 51538PE

PORTLAND BUREAU OF TRANSPORTATION

CHLOE EUDALY STEVE TOWNSEN, P.E.

COMMISSIONER CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER 89573

OREGON

EXPIRES 6/30/2019

N Rivergate Freight Project

N Time Oil Rd. to N Lombard St.

Stage Construction and Traffic Control Plan

Stage 1

1/4" SECTION SEC. 35

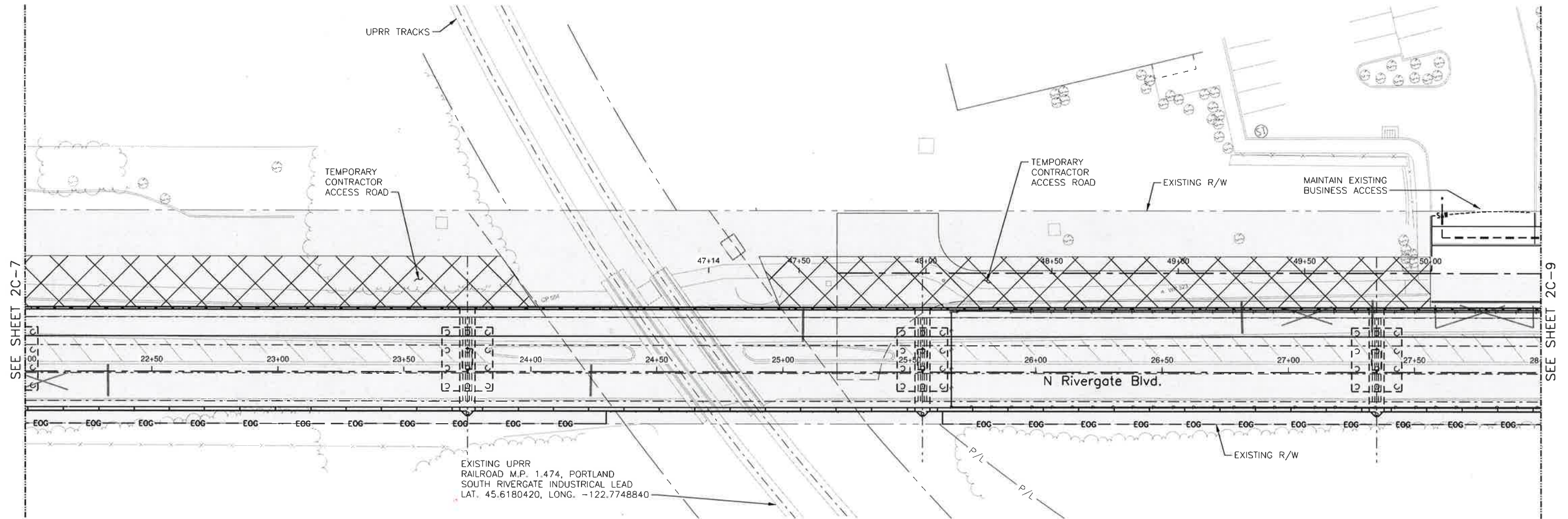
T. 2 N., R. 1 W.

PBOT JOB NO. T00458

SHEET NO. 2C-3

LEGEND

- TEMPORARY WORK ZONE
- CONSTRUCTION UNDER TRAFFIC
- DIRECTION OF TRAVEL
- TEMPORARY CURB RAMP
- TEMPORARY STRIPING
- TEMPORARY FENCING
- TEMPORARY BARRIER
- PEDESTRIAN ACCESS ROUTE



CONSTRUCTION NOTES

- EXISTING BUSINESS ACCESS SHALL REMAIN OPEN FOR THE DURATION OF STAGE 2 CONSTRUCTION
- ALL TEMPORARY SIGNING AND TRAFFIC CONTROL DEVICES MUST BE INSTALLED PRIOR TO FULL CLOSURE OF N RIVERGATE BLVD
- MAINTAIN ON A CONTINUOUS BASIS ALL SIGNS, DELINEATORS, BARRICADES, ETC. TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC DURING CONSTRUCTION
- SEE SHEET 2C-12 FOR STAGE 2 TEMPORARY SIGNING PLAN
- SEE SHEET 2A-2 FOR TEMPORARY PAVEMENT SECTION
- CONTRACTOR TO SEQUENCE REMOVAL OF EXISTING SIDEWALK TO ALLOW PEDESTRIAN ACCESS TO BE MAINTAINED FOR THE DURATION OF STAGE 2. SEE SHEET 2C-11 FOR PEDESTRIAN ROUTE SIGNING
- TEMPORARY PEDESTRIAN ACCESS ACROSS UPRR TRACKS IS NOT REQUIRED DURING STAGE 2

STAGE 2 SEQUENCE OF WORK

- CONSTRUCT TEMPORARY PAVEMENT FOR BUSINESS ACCESS
- INSTALL STAGE 2 TEMPORARY DETOUR, SEE SHEET 2C-12
- SEE BR SHEETS FOR BRIDGE CONSTRUCTION SEQUENCE
- CONSTRUCT ROADWAY EMBANKMENT. SEE R SHEETS
- CONSTRUCT STORM DRAIN SYSTEM ALONG N. RIVERGATE BLVD. SEE D SHEETS
- CONSTRUCT WATER LINE LOCATED WITHIN N RIVERGATE BLVD
- CONSTRUCT MONOLITHIC CURB AND SIDEWALK, CURB AND MWMAC PAVEMENT SECTION ALONG N RIVERGATE BLVD
- CONSTRUCT LAST LIFT OF MWMAC PAVEMENT ALONG ACCESS ROAD
- INSTALL SIGNING AND PAVEMENT MARKINGS

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NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			
FINAL MAP DATA			
DESIGNED BY		DATE APPROVED	
W. Hume		Dec 2018	
CAD BY		SECTION ENGR	
T. Nguyen			
CHECKED BY			
B. LeBlanc			
STP-5900 (290)			

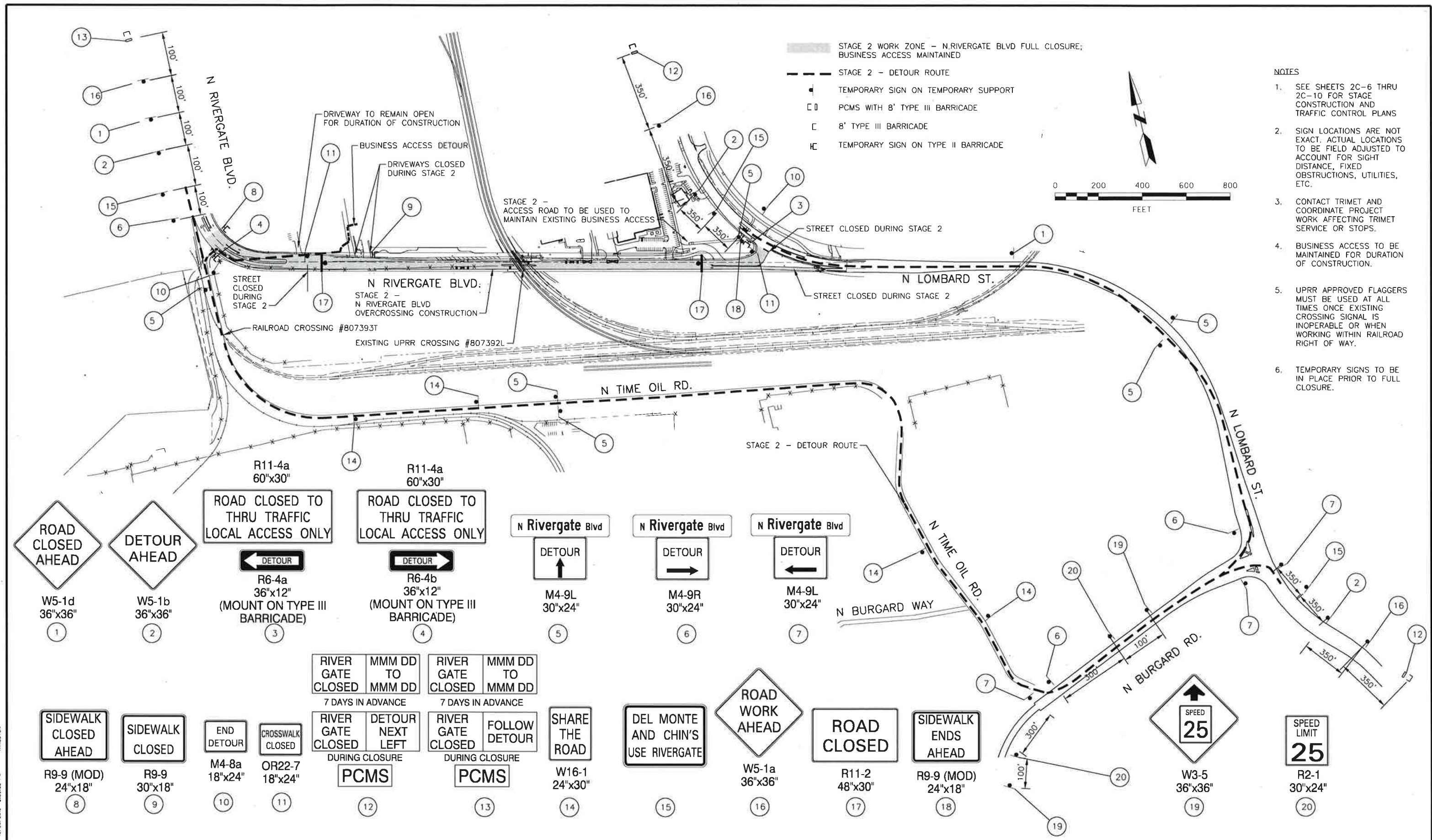


APPROVALS:	
PBOT PRINCIPAL ENGINEER	REG. PROF. ENGR. 51704PE
PBOT CITY ENGINEER	REG. PROF. ENGR. 51538PE



N Rivergate Freight Project
N Time Oil Rd. to N Lombard St.
Stage Construction and
Traffic Control Plan
Stage 2

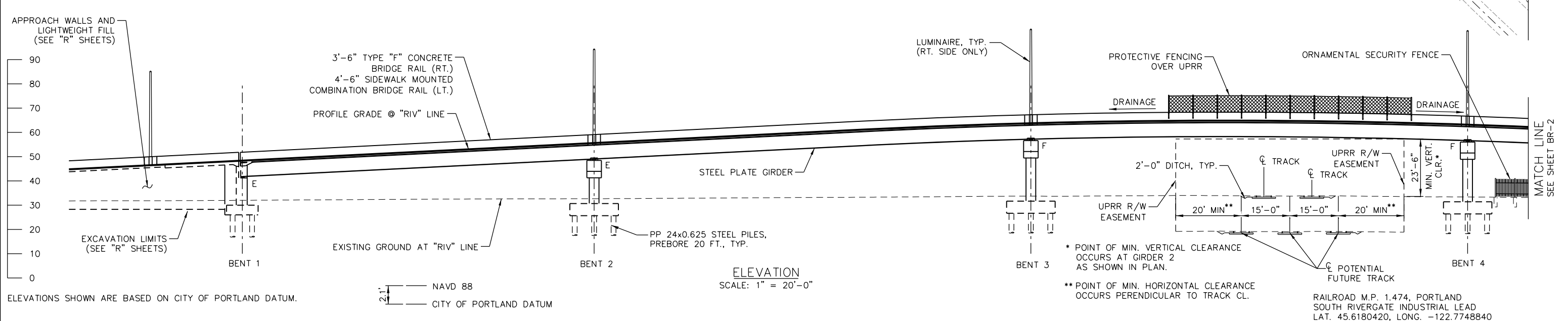
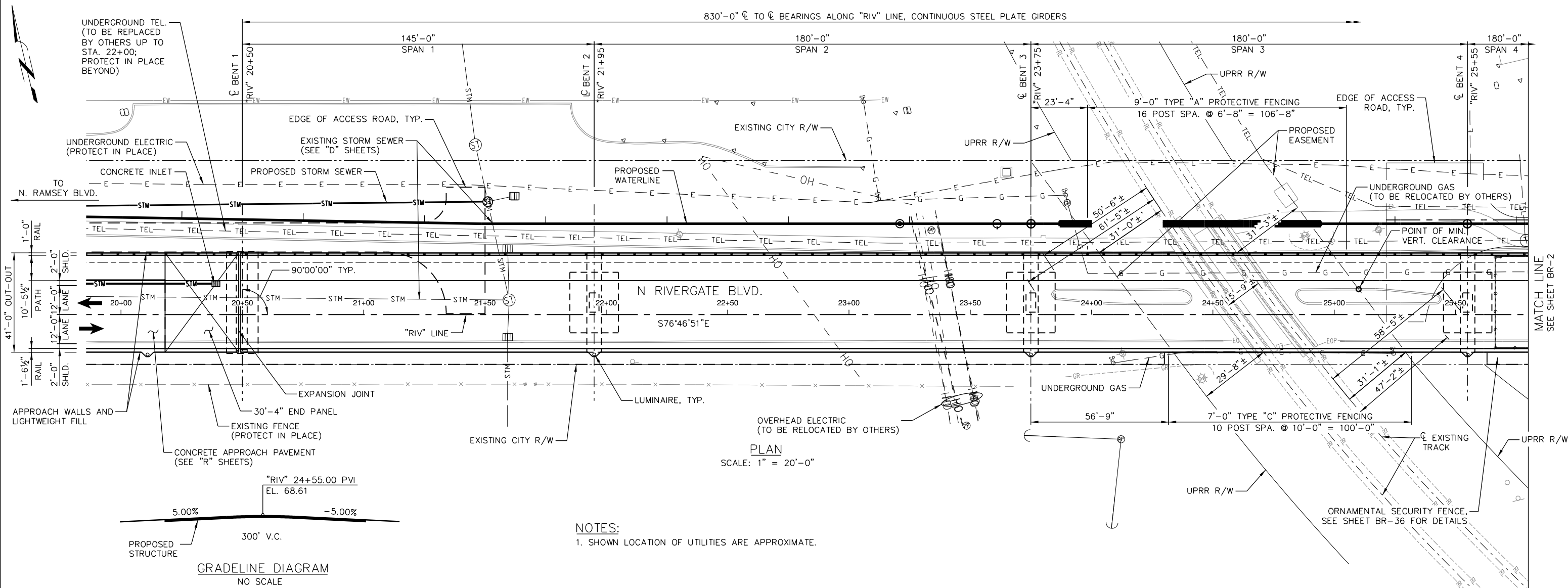
1/4 SECTION
SEC. 35
T. 2 N., R. 1 W.
PBOT JOB NO.
T00458
SHEET NO.
2C-8



- NOTES
- SEE SHEETS 2C-6 THRU 2C-10 FOR STAGE CONSTRUCTION AND TRAFFIC CONTROL PLANS
 - SIGN LOCATIONS ARE NOT EXACT. ACTUAL LOCATIONS TO BE FIELD ADJUSTED TO ACCOUNT FOR SIGHT DISTANCE, FIXED OBSTRUCTIONS, UTILITIES, ETC.
 - CONTACT TRIMET AND COORDINATE PROJECT WORK AFFECTING TRIMET SERVICE OR STOPS.
 - BUSINESS ACCESS TO BE MAINTAINED FOR DURATION OF CONSTRUCTION.
 - UPRR APPROVED FLAGGERS MUST BE USED AT ALL TIMES ONCE EXISTING CROSSING SIGNAL IS INOPERABLE OR WHEN WORKING WITHIN RAILROAD RIGHT OF WAY.
 - TEMPORARY SIGNS TO BE IN PLACE PRIOR TO FULL CLOSURE.

CONSTRUCTED BY		DESIGNED BY	DATE APPROVED	APPROVALS:					N Rivergate Freight Project N Time Oil Rd. to N Lombard St.	Temporary Signing Plan Stage 2	1/4 SECTION SEC. 35 T. 2 N., R. 1 W. PBOT JOB NO. 700458 SHEET NO. 2C-12
PROJECT COMPLETED		CAD BY	SECTION ENGR	PBOT PRINCIPAL ENGINEER							
MAP CORRECTED BY		CHECKED BY		REG. PROF. ENGR. 16399PE							
CHECKED BY				PBOT CITY ENGINEER							
NO. DATE DESCRIPTION APPD.		STP-5900 (290)		REG. PROF. ENGR. 51538PE		CHLOE EUDALY STEVE TOWNSEN, P.E.		COMMISSIONER CITY ENGINEER			
REVISIONS		FINAL MAP DATA									

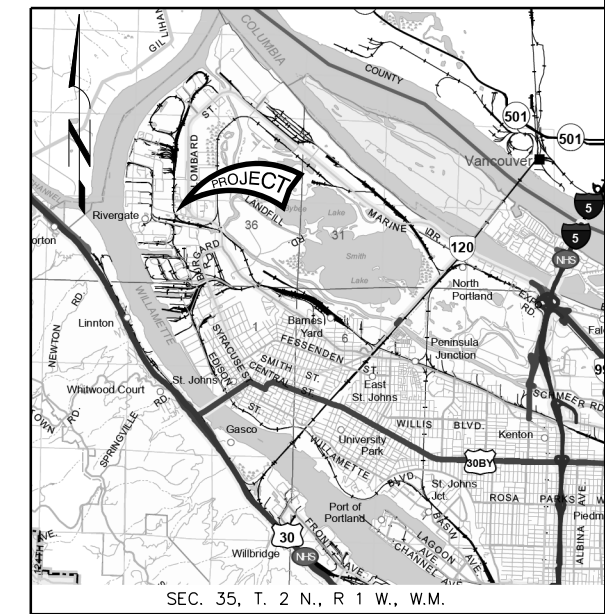
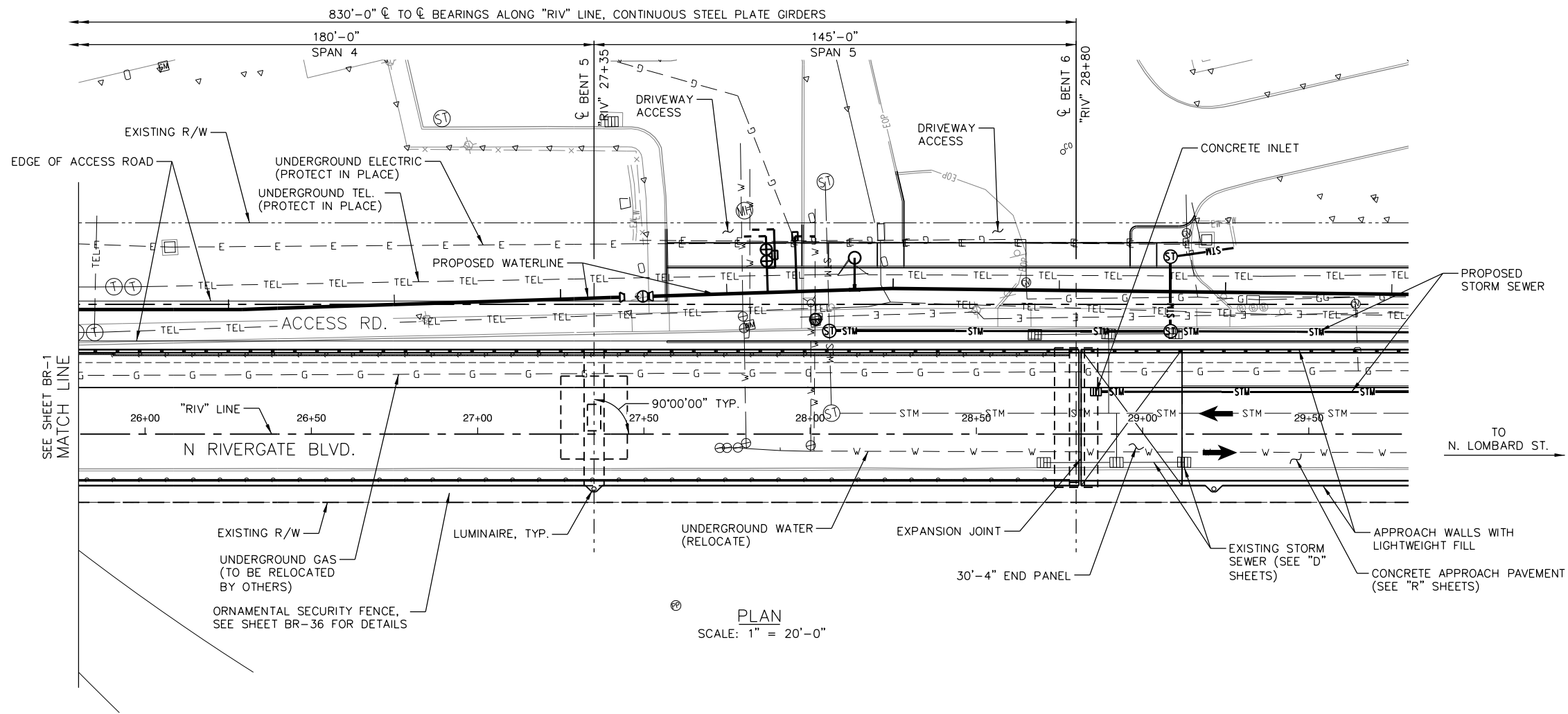
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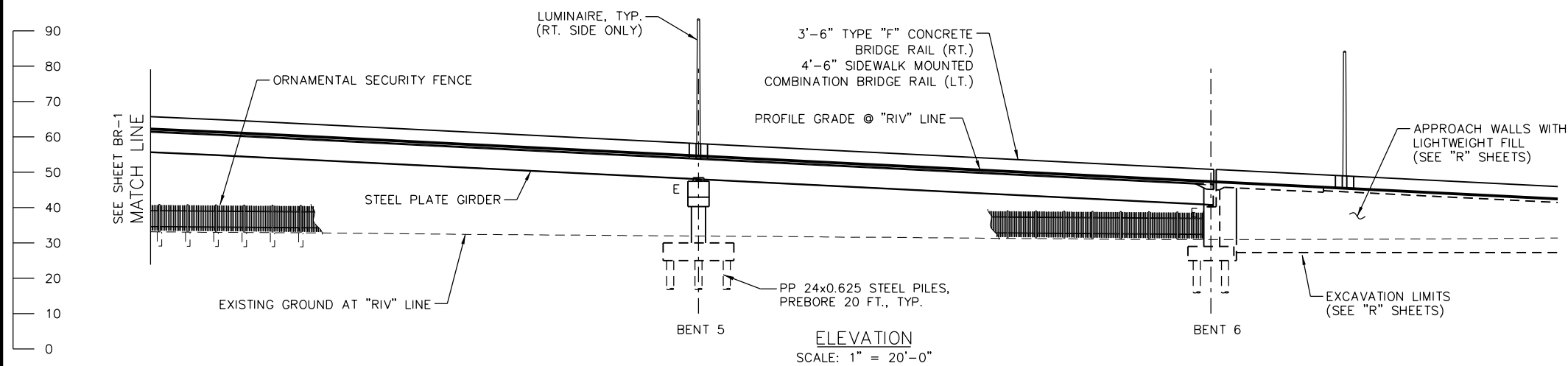
PLOT_SHT_BR-01.dgn 1: Sheet BR 12/21/2018 2:43:14 PM CSTEPPOVICH

DESIGNED BY M. Libby			DATE APPROVED Dec 2018		
CAD BY H. Gonsior			SECTION ENGR		
CHECKED BY R. Bautista					
CONSTRUCTED BY			PROJECT COMPLETED		
MAP CORRECTED BY			CHECKED BY		
APPROVALS:			PBOT PRINCIPAL ENGINEER REG. PROF. ENGR. 51704PE		
PBOT CITY ENGINEER REG. PROF. ENGR. 51538PE			CHLOE EUDALY STEVE TOWNSEN, P.E. COMMISSIONER CITY ENGINEER		
STP-5900 (290)			N Rivergate Freight Project N Time Oil Rd. to N Lombard St. BRIDGE PLAN AND ELEVATION - 1		
REVISIONS			FINAL MAP DATA		
NO. DATE DESCRIPTION APPD.			1/4 SECTION SEC. 35 T. 2 N., R. 1 W. PBOT JOB NO. T00458 SHEET NO. BR-1		

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LOCATION MAP
NO SCALE

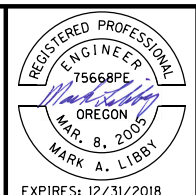
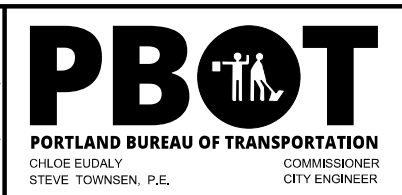


NO.	DATE	DESCRIPTION	APPD.
REVISIONS			
FINAL MAP DATA			

DESIGNED BY	DATE APPROVED
M. Libby	Dec 2018
CAD BY	SECTION ENGR
H. Gonsior	
CHECKED BY	
R. Bautista	
STP-5900 (290)	



APPROVALS:	
PBOT PRINCIPAL ENGINEER	REG. PROF. ENGR. 51704PE
PBOT CITY ENGINEER	REG. PROF. ENGR. 51538PE



N Rivergate Freight Project N Time Oil Rd. to N Lombard St.	
BRIDGE PLAN AND ELEVATION - 2	

1/4 SECTION
SEC. 35
T. 2 N., R. 1 W.
PBOT JOB NO.
T00458
SHEET NO.
BR-2

GENERAL NOTES:

PROVIDE ALL MATERIALS AND PERFORM ALL WORK ACCORDING TO THE 2010 CITY OF PORTLAND STANDARD CONSTRUCTION SPECIFICATIONS.

BRIDGE IS DESIGNED IN ACCORDANCE WITH THE 7TH EDITION OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 2014 (INCLUDING 2015 THROUGH 2016 INTERIM REVISIONS) WITH AN ALLOWANCE OF 25 PSF FOR FUTURE WEARING SURFACES AND ALL OF THE FOLLOWING LIVE LOADS:

SERVICE AND STRENGTH I LIMIT STATES:
HL-93: DESIGN TRUCK OR THE DESIGN TANDEM AND THE DESIGN LANE LOAD.

STRENGTH II LIMIT STATE:
ODOT TYPE STP-5BW PERMIT TRUCK;
ODOT TYPE STP-4E PERMIT TRUCK;
SPECIALIZED HAULING VEHICLES SU4, SU5, SU6, AND SU7.

SEISMIC DESIGN IS PERFORMED BY THE MULTI-MODE ANALYSIS IN ACCORDANCE WITH THE "AASHTO GUIDE SPECIFICATIONS FOR LRFD SEISMIC BRIDGE DESIGN" AS MODIFIED BY APPLICABLE PROVISIONS OF THE "ODOT BRIDGE DESIGN & DRAFTING MANUAL". THE 2014 USGS SEISMIC HAZARD MAPS AND SITE-SPECIFIC GROUND MOTION RESPONSE ANALYSIS HAVE BEEN USED TO COLLECT THE SEISMIC HAZARD VALUES FOR THE BRIDGE SITE WITH LATITUDE 45.6180N AND LONGITUDE 122.7746W. SITE CLASS IS E, SEISMIC ZONE IS 3, AND RESPONSE SPECTRA IS:

PERIOD, SEC	CSZE RESPONSE SPECTRAL VALUES, g	1000-YEAR RESPONSE SPECTRAL VALUES, g
0.01	0.13	0.31
0.15	0.28	0.61
0.2	0.33	0.61
0.25	0.38	0.61
0.75	0.38	0.61
1.0	0.33	0.47
1.4	0.32	0.35
1.6	0.32	0.35
1.8	0.27	0.31
2.0	0.21	0.28
2.4	0.16	0.22
2.8	0.13	0.19
3.0	0.12	0.17

PROVIDE REINFORCING STEEL ACCORDING TO ASTM SPECIFICATION A706 FOR THE FOLLOWING BARS:
WELDED;
COLUMN SPIRALS, HOOPS, AND VERTICAL REINFORCEMENT.

PROVIDE ALL OTHER REINFORCING STEEL ACCORDING TO ASTM SPECIFICATION A706, OR AASHTO M31 (ASTM A615) GRADE 60. PROVIDE FIELD BENT STIRRUPS ACCORDING TO ASTM SPECIFICATION A706. USE THE FOLLOWING SPLICE LENGTHS, UNLESS SHOWN OTHERWISE:

REINFORCING SPLICE LENGTHS (CLASS B) GRADE 60 f'c = 4.0 KSI, λ _{rc} = 0.4, 2" MIN. CONCRETE CLEAR COVER											
BAR SIZE	#3	#4	#5	#6	#7	#8	#9	#10	#11	#14 & #18	
UNCOATED	1'-4"	1'-7"	2'-0"	2'-5"	2'-9"	3'-2"	3'-7"	4'-0"	4'-5"	NOT PERMITTED	

REINFORCING SPLICE LENGTHS (CLASS B) GRADE 60 f'c = 4.5 KSI, λ _{rc} = 0.4, 2" MIN. CONCRETE CLEAR COVER											
BAR SIZE	#3	#4	#5	#6	#7	#8	#9	#10	#11	#14 & #18	
UNCOATED	1'-4"	1'-6"	1'-11"	2'-3"	2'-7"	3'-0"	3'-4"	3'-9"	4'-2"	NOT PERMITTED	

INCREASE ALL SPLICE LENGTHS 30% FOR HORIZONTAL OR NEARLY HORIZONTAL BARS SO PLACED THAT MORE THAN 12" OF FRESH CONCRETE IS CAST BELOW THE BAR.

SPLICE REINFORCING STEEL AT ALTERNATE BARS, STAGGERED AT LEAST ONE SPLICE LENGTH OR AS FAR AS POSSIBLE, UNLESS SHOWN OTHERWISE.

SUPPORT THE BOTTOM MAT REINFORCING STEEL FROM THE FORMS WITH PRECAST MORTAR BLOCKS AT 24" MAXIMUM CENTERS EACH WAY. SUPPORT THE TOP MAT OF REINFORCING STEEL FROM THE BOTTOM MAT OF REINFORCING STEEL WITH WIRE BAR SUPPORTS AS SHOWN IN CHAPTER 3 OF THE CRSI MANUAL OF STANDARD PRACTICE (SBU, BBU, OR CHCU). PLACE WIRE BAR SUPPORTS AT 24" MAXIMUM CENTERS.

USE UNCOATED REINFORCING STEEL IN THE DECK AND BRIDGE END PANEL. THIS INCLUDES TOP AND BOTTOM LONGITUDINAL BARS, TOP AND BOTTOM TRANSVERSE BARS, AND ALL BARS EXTENDING INTO THE SIDEWALK AND PARAPETS.

PLACE BARS 2" CLEAR OF THE NEAREST FACE OF CONCRETE, UNLESS SHOWN OTHERWISE.

DO NOT FABRICATE REINFORCING STEEL FOR COLUMNS AND WALLS UNTIL FINAL FOOTING ELEVATIONS HAVE BEEN DETERMINED IN THE FIELD.

PROVIDE CLASS HPC4500 – 1½ CONCRETE IN DECK AND END PANELS.
PROVIDE CLASS 4000 – 1½, 1, OR ¾ CONCRETE IN BRIDGE FOOTINGS, WALLS, COLUMNS, AND CROSSBEAMS.
PROVIDE CLASS 3300 – 1½, 1, OR ¾ CONCRETE FOR ALL OTHER CONCRETE.

SEE FOOTING PLAN FOR FOUNDATION DESIGN NOTES.

STRUCTURAL STEEL NOTES:

PROVIDE ⅝" DIA. TYPE 3 HIGH-STRENGTH FASTENERS AT STRUCTURAL CONNECTIONS ACCORDING TO ASTM SPECIFICATION F3125, GRADE A325, UNLESS SHOWN OTHERWISE. SEE THE SPECIAL PROVISIONS FOR DETAILED COATING AND TIGHTENING REQUIREMENTS. ALL STRUCTURAL STEEL CONNECTIONS ARE SLIP CRITICAL CONNECTIONS WITH CLASS B FAYING SURFACES UNLESS SHOWN OTHERWISE.

DO NOT PUNCH OR DRILL HOLES IN WEBS OF INTERIOR GIRDERS FOR FALSEWORK.

COAT ALL GIRDERS AS SHOWN, IN ACCORDANCE WITH THE SPECIFICATIONS. PRODUCE THE FINISH COAT ON ALL GIRDERS ACCORDING TO FEDERAL COLOR STANDARDS MOST CLOSELY MATCHING STEEL RUSTED SHADE. SUBMIT RUSTED SHADE COLOR TO ENGINEER FOR APROVAL.

STRUCTURAL STEEL NOTES CONT'D:

GIRDER SPLICE AND CROSS FRAME CONNECTION HOLES TO BE DRILLED FULL SIZE OR SUBPUNCHED AND REAMED TO SIZE.

ALL LONGITUDINAL DIMENSIONS ARE ON A HORIZONTAL LINE AT AN ASSUMED TEMPERATURE OF 52°F. ADJUST FOR SUPERELEVATION AND GRADE.

BEARING STIFFENERS AND BEAM ENDS ARE TO BE VERTICAL IN FINAL ERECTED POSITION, UNLESS NOTED OTHERWISE. GIRDER WEBS ARE DESIGNED TO BE PLUMB IN THE FULL DEAD LOAD CONDITION.

WEB THICKNESS SHOWN MAY BE INCREASED UP TO ⅛".

ADDITIONAL COMPRESSION FLANGE WELD SPLICES WILL BE PERMITTED AT LOCATIONS APPROVED BY THE ENGINEER.

PROVIDE STEEL IN TOP AND BOTTOM FLANGES ACCORDING TO ASTM A709, GRADE HPS 50W OR HPS 70W, AS SHOWN.

PROVIDE STEEL IN WEB ACCORDING TO ASTM A709, GRADE HPS 50W.

PROVIDE ALL OTHER STEEL ACCORDING TO ASTM A709, GRADE 50W, UNLESS NOTED OTHERWISE.

SHEAR CONNECTORS SHALL BE ASTM A108 HEADED CONCRETE ANCHOR STUDS.

⊗ INDICATES CHECK SAMPLE REQUIRED FROM FLANGE PLATES SO MARKED. SEE SPECIAL PROVISIONS.

FOR THE PURPOSE OF CHARPY TOUGHNESS TESTING AND WELDING INSPECTION/REPAIR, ETC., MAIN LOAD CARRYING MEMBERS ARE GIRDERS AND STIFFENERS.

BOLTING NOTES:

TIGHTEN ALL HIGH-STRENGTH BOLTS USING THE "TURN-OF-NUT TIGHTENING" METHOD ACCORDING TO THE SPECIAL PROVISIONS.

WELDING NOTES:

PRODUCE WELDS ACCORDING TO THE LATEST EDITION OF AWS D 1.5.

RAILROAD NOTES:

THE PROPOSED GRADE SEPARATION PROJECT SHALL NOT INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES.

THE ELEVATION OF THE EXISTING TOP-OF-RAIL PROFILE SHALL BE VERIFIED BEFORE BEGINNING CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE RAILROAD PRIOR TO CONSTRUCTION.

THE CONTRACTOR MUST SUBMIT A PROPOSED METHOD OF EROSION AND SEDIMENT CONTROL AND HAVE THE METHOD APPROVED BY THE RAILROAD.

ALL SHORING SYSTEMS THAT IMPACT THE RAILROAD'S OPERATIONS AND/OR SUPPORTS THE RAILROAD'S EMBANKMENT SHALL BE DESIGNED AND CONSTRUCTED PER CURRENT RAILROAD GUIDELINES FOR TEMPORARY SHORING.

ALL DEMOLITIONS WITHIN THE RAILROAD'S RIGHT-OF-WAY AND/OR DEMOLITION THAT MAY IMPACT THE RAILROAD'S TRACKS OR OPERATIONS SHALL BE IN COMPLIANCE WITH THE RAILROAD'S DEMOLITION GUIDELINES.

ERECTION OVER THE RAILROAD'S RIGHT-OF-WAY SHALL BE DESIGNED TO CAUSE NO INTERRUPTION TO THE RAILROAD'S OPERATION, ENABLING THE TRACK(S) TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD'S REQUIREMENTS.

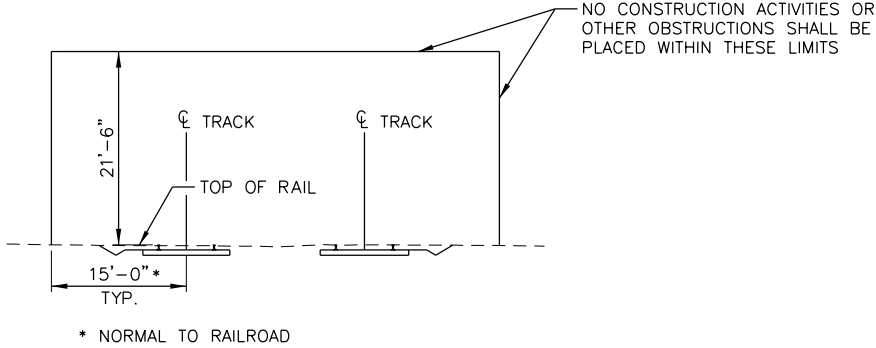
RAILROAD REQUIREMENTS DO NOT ALLOW WORK WITHIN 50 FEET OF TRACK CENTERLINE WHEN A TRAIN PASSES THE WORK SITE AND ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF THE TRACK CENTERLINE AND SECURE ALL EQUIPMENT.

FALSE-WORK CLEARANCES SHALL COMPLY WITH MINIMUM CONSTRUCTION CLEARANCES.

ALL PERMANENT CLEARANCES SHALL BE VERIFIED BEFORE PROJECT CLOSING.

FOR RAILROAD COORDINATION, REFER TO THE RAILROAD MINIMUM REQUIREMENTS AS PART OF THE SPECIAL PROVISIONS.

BRIDGE STORMWATER DRAINAGE WILL BE CARRIED OFF THE ENDS OF THE BRIDGE TO CATCH BASINS IN THE APPROACH EMBANKMENT. NO DISCHARGE WILL OCCUR WITHIN RAILROAD RIGHT-OF-WAY.



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE
NO SCALE

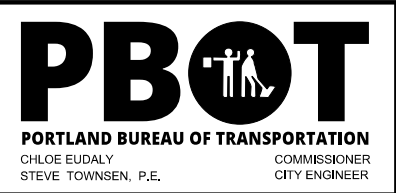
PLOT_SHT_BR-03.dgn 14 Sheet BR 12/18/2018 8:08:01 AM TANGUYEN

NO.	DATE	DESCRIPTION	APPD.
REVISIONS			
FINAL MAP DATA			

DESIGNED BY <i>M. Libby</i>	DATE APPROVED <i>Dec 2018</i>
CAD BY <i>H. Gonsior</i>	SECTION ENGR -
CHECKED BY <i>R. Bautista</i>	
STP-5900 (290)	

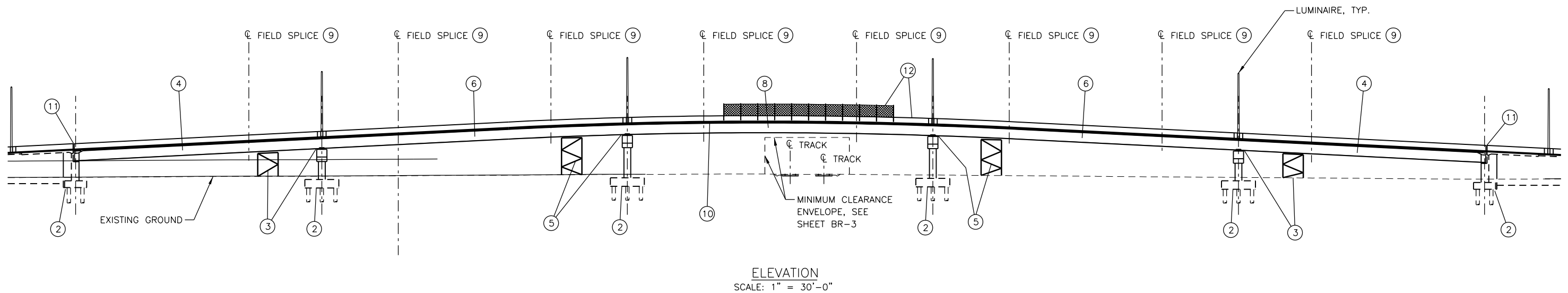
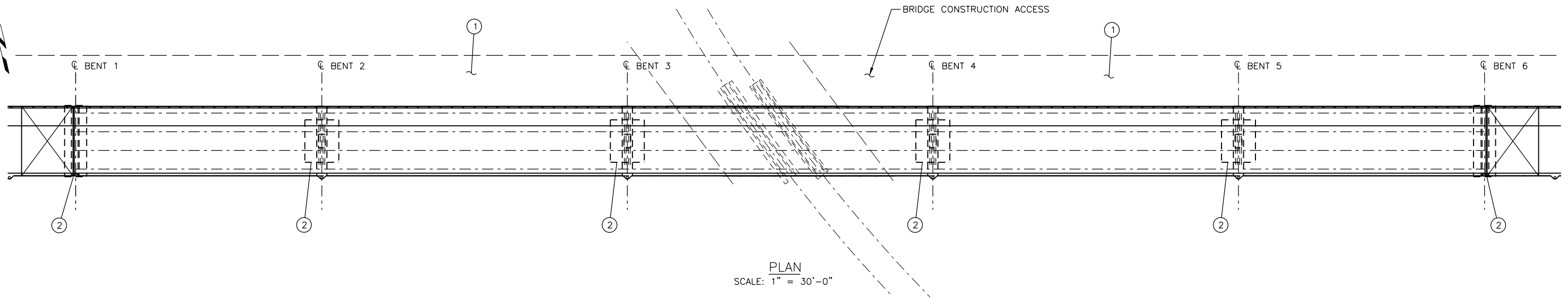


APPROVALS:	
PBOT PRINCIPAL ENGINEER	REG. PROF. ENGR. 51704PE
PBOT CITY ENGINEER	REG. PROF. ENGR. 51538PE



<i>N Rivergate Freight Project N Time Oil Rd. to N Lombard St.</i>	
BRIDGE GENERAL NOTES	

1/4 SECTION SEC. 35 T. 2 N., R. 1 W.
PBOT JOB NO. T00458
SHEET NO. BR-3



CONSTRUCTION SEQUENCE:

- 1 PROVIDE TEMPORARY CONSTRUCTION ACCESS THE LENGTH OF BRIDGE AND APPROACHES AS NEEDED.
- 2 CONSTRUCT FOUNDATIONS AND SUBSTRUCTURE.
- 3 ERECT BENT 2 OR 5 PLATE GIRDER SEGMENTS AND CROSS FRAMES. INSTALL SHORING TOWERS OR PIER BRACKETS TO ENSURE GIRDER STABILITY OF EACH GIRDER UNTIL BOTH ENDS ARE CONNECTED.
- 4 ERECT SPAN 1 OR 5 PLATE GIRDER SEGMENTS AND CROSS FRAMES.
- 5 ERECT BENT 3 OR 4 PLATE GIRDER SEGMENTS AND CROSS FRAMES. INSTALL SHORING TOWERS OR PIER BRACKETS TO ENSURE GIRDER STABILITY OF EACH GIRDER UNTIL BOTH ENDS ARE CONNECTED.
- 6 ERECT SPAN 2 OR 4 PLATE GIRDER SEGMENTS AND CROSS FRAMES.
- 7 REPEAT STEPS 3 THROUGH 6 FOR OTHER END.
- 8 ERECT SPAN 3 PLATE GIRDER SEGMENTS AND CROSS FRAMES.

CONSTRUCTION SEQUENCE (CONT'D):

- 9 COMPLETE FIELD SPLICES.
- 10 PLACE DECK CONCRETE. SEE BR-5 FOR SEQUENCE. PLACE END PANEL.
- 11 INSTALL EXPANSION JOINTS.
- 12 PLACE SIDEWALK, CONSTRUCT BRIDGE RAILS, ILLUMINATION, AND PROTECTIVE SCREENING.

NOTE:
THE ERECTION SEQUENCE SHOWN IS PRESENTED AS A CONCEPTUAL ERECTION PROCEDURE AND DOES NOT RELIEVE CONTRACTOR OF THE REQUIREMENT TO SUBMIT A STEEL ERECTION PLAN. CONTRACTOR MAY SUBMIT AN ALTERNATIVE STEEL ERECTION SEQUENCE FOR APPROVAL IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

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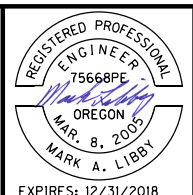
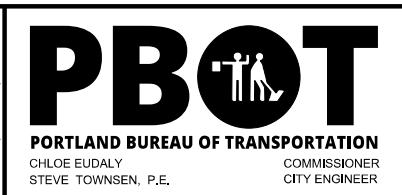
NO.	DATE	DESCRIPTION	APPD.
REVISIONS			
FINAL MAP DATA			

CONSTRUCTED BY _____	DESIGNED BY M. Libby
PROJECT COMPLETED _____	CAD BY H. Gonsior
MAP CORRECTED BY _____	CHECKED BY M. O'Neil
CHECKED BY _____	DATE APPROVED Dec 2018

STP-5900 (290)

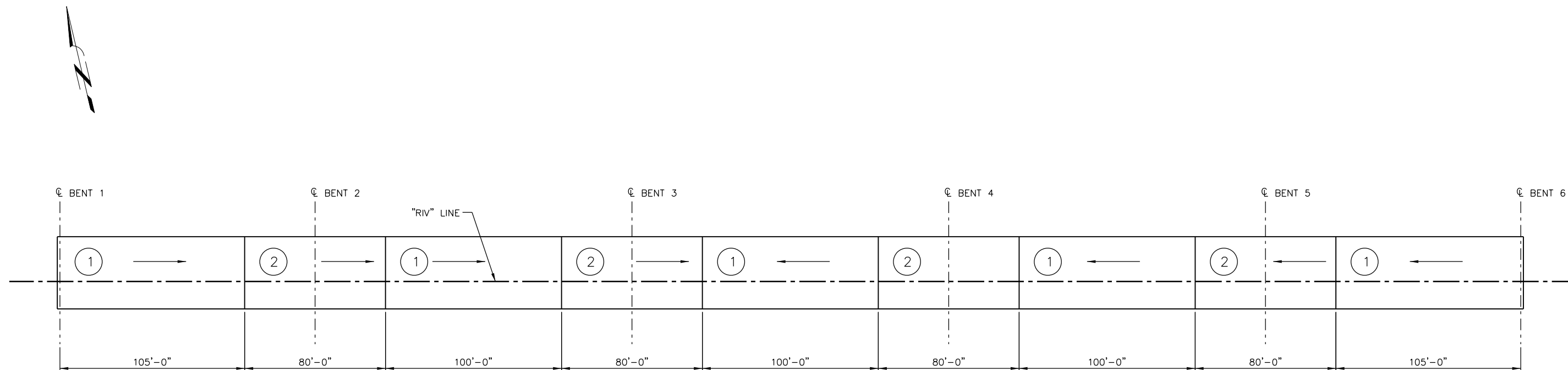


APPROVALS:	
PBOT PRINCIPAL ENGINEER	REG. PROF. ENGR. 51704PE
PBOT CITY ENGINEER	REG. PROF. ENGR. 51538PE



N Rivergate Freight Project N Time Oil Rd. to N Lombard St.	
BRIDGE CONSTRUCTION SEQUENCE - 1	

1/4 SECTION SEC. 35 T. 2 N., R. 1 W.
PBOT JOB NO. T00458
SHEET NO. BR-4



DECK PLACING SEQUENCE

SCALE: 1" = 30'-0"





LEGEND

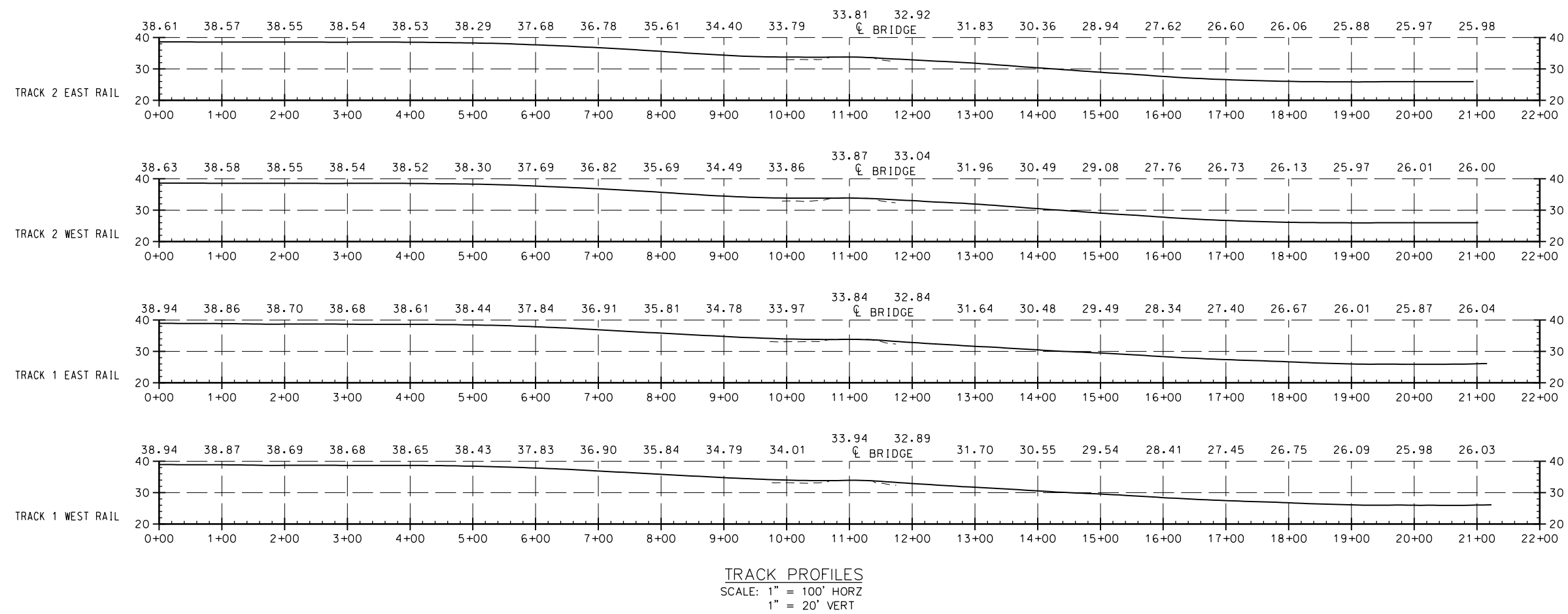
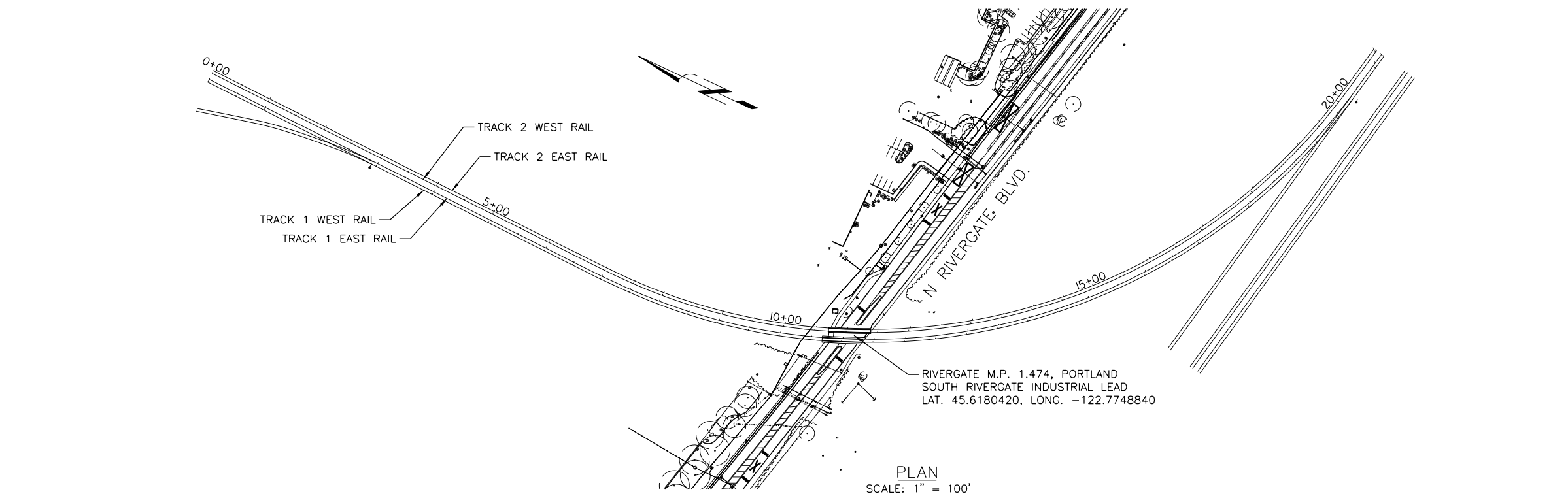
① INDICATES CONCRETE PLACEMENT SEQUENCE
← INDICATES DIRECTION OF CONCRETE PLACEMENT

← INDICATES DIRECTION OF CONCRETE PLACEMENT




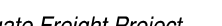
NOTE:

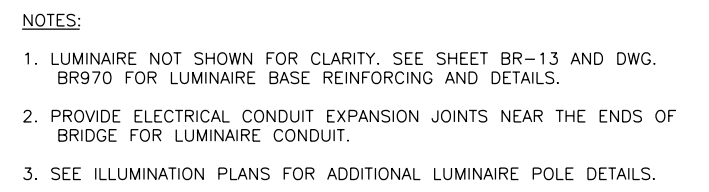
1. DECK PLACEMENT SEQUENCE SHALL BE AS SHOWN. THE NUMBERS IN THE MARKED AREAS INDICATE THE ORDER OF SEQUENCE FOR PLACING DECK CONCRETE. AFTER THE CONCRETE HAS BEEN PLACED IN AREAS MARKED ①, THE NEXT PLACEMENT SEQUENCE ② SHALL NOT COMMENCE UNTIL AT LEAST 3 DAYS AFTER COMPLETION OF PLACEMENT AND CONCRETE HAS REACHED 70% FULL STRENGTH.
2. DECK PLACEMENTS ① SHALL PROGRESS FROM ONE END TO THE OTHER IN SEQUENCE. USE SET RETARDER AND A FORWARD RATE OF PROGRESS SUCH THAT THE MID-POINT OF ONE PLACEMENT ① DOES NOT SET UP BEFORE THE MID-POINT OF SUBSEQUENT PLACEMENT ① IS PLACED.
3. GIRDER CAMBER AND DEAD LOAD DEFLECTIONS WERE DEVELOPED FROM SHOWN DECK PLACING SEQUENCE. SEE SHEET BR-17 FOR GIRDER CAMBER DETAILS.
4. NO DEVIATION FROM THE DECK PLACING SEQUENCE WILL BE PERMITTED WITHOUT ENGINEER'S APPROVAL.
5. PLACE SIDEWALK CONCRETE AFTER DECK CURING.

		CONSTRUCTED BY _____	DESIGNED BY <i>M. Libby</i>	DATE APPROVED <i>Dec 2018</i>		APPROVALS:	 PORTLAND BUREAU OF TRANSPORTATION CHLOE EUDALY STEVE TOWNSEN, P.E.			N Rivergate Freight Project N Time Oil Rd. to N Lombard St. BRIDGE CONSTRUCTION SEQUENCE - 2	1/4 SECTION SEC. 35 T. 2 N., R. 1 W. PBOT JOB NO. T00458 SHEET NO. BR-5
		PROJECT COMPLETED _____	CAD BY <i>H. Gonsior</i>	SECTION ENGR -		PBOT PRINCIPAL ENGINEER _____ REG. PROF. ENGR. 51704PE					
		MAP CORRECTED BY _____	CHECKED BY <i>M. O'Neil</i>			PBOT CITY ENGINEER _____ REG. PROF. ENGR. 51538PE					
		CHECKED BY _____									
NO.	DATE	DESCRIPTION	APPD.	STP-5900 (290)							
REVISIONS				FINAL MAP DATA							



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				CONSTRUCTED BY _____	DESIGNED BY <i>M. Libby</i>	DATE APPROVED Dec 2018		APPROVALS:	 PB PORTLAND BUREAU OF TRANSPORTATION CHLOE EUDALY STEVE TOWNSEN, P.E. COMMISSIONER CITY ENGINEER		 REGISTERED PROFESSIONAL ENGINEER 75668PE OREGON MAR. 8, 2005 MARK A. LIBBY EXPIRES: 12/31/2018	N Rivergate Freight Project N Time Oil Rd. to N Lombard St.	BRIDGE RAILROAD DATA	174 SECTION SEC. 35 T. 2 N., R. 1 W. PBOT JOB NO. T00458 SHEET NO. BR-6
				PROJECT COMPLETED _____	CAD BY <i>H. Gonsior</i>	SECTION ENGR -		PBOT PRINCIPAL ENGINEER _____ REG. PROF. ENGR. 51704PE						
				MAP CORRECTED BY _____	CHECKED BY <i>R. Bautista</i>			PBOT CITY ENGINEER _____ REG. PROF. ENGR. 51538PE						
				CHECKED BY _____										
NO.	DATE	DESCRIPTION	APPD.											
REVISIONS				FINAL MAP DATA	STP-5900 (290)									



NOTE:
CONDUIT EXPANSION JOINT LENGTHS AND DIAMETERS ARE APPROXIMATE ONLY. SEE MANUFACTURER'S LITERATURE FOR EXACT DIMENSIONS. DESIGN MOVEMENT MAY BE INCREASED OR DECREASED AS REQUIRED.

1 1/2" MAX.

BOTTOM OF DECK LEVEL

NOTE:
G2 SHOWN, G1 SIMILAR.

TYPICAL DECK REINFORCEMENT:

TOP MAT (TRANSVERSE BARS ON TOP):

TRANSVERSE BARS: #6 @ 6" W/STD. 180° HOOK BOTH ENDS
LONGITUDINAL BARS: #5 @ 8"

BOTTOM MAT (TRANSVERSE BARS ON TOP):

TRANSVERSE BARS: #5 @ 6"
LONGITUDINAL BARS: #5 @ 8"

ADDITIONAL OVERHANG BARS:

#6 x 9'-4" @ 6" W/STD 180° HOOK ONE END.
BUNDLE WITH TOP MAT TRANSVERSE BARS.

PLACE TRANSVERSE BARS PERPENDICULAR TO
"RIV" LINE.





				CONSTRUCTED BY _____	DESIGNED BY <i>M. Slegers</i>	DATE APPROVED <i>Dec 2018</i>		APPROVALS:	 PORTLAND BUREAU OF TRANSPORTATION CHLOEE EUDALY STEVE TOWNSEN, P.E.			N Rivergate Freight Project N Time Oil Rd. to N Lombard St.	BRIDGE TYPICAL DECK SECTION	174 SECTION SEC. 35 T. 2 N., R. 1 W. PBOT JOB NO. T00458 SHEET NO. BR-14	
				PROJECT COMPLETED _____	CAD BY <i>H. Gonsior</i>	SECTION ENGR -		PBOT PRINCIPAL ENGINEER _____ REG. PROF. ENGR. 51704PE							
				MAP CORRECTED BY _____	CHECKED BY <i>R. Bautista</i>			PBOT CITY ENGINEER _____ REG. PROF. ENGR. 51538PE							
				CHECKED BY _____											
NO.	DATE	DESCRIPTION		APPD.	STP-5900 (290)										
REVISIONS				FINAL MAP DATA											

EXHIBIT "B"

CONTRACTOR REQUIREMENTS

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 Rivergate Blvd Overpass Project.
- **1.01.02** 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.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** 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 B-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 construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- **1.01.05** 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.
- **1.01.06** The Contractor must notify **Agency** at _____ and Railway's Manager Public Projects, telephone number (206) 625-6152 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF10016281.
- **1.01.07** 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 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.
- **1.01.08** 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.

1.02 Contractor Safety Orientation

- **1.02.01** 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.

1.03 Railway Requirements

- **1.03.01** 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.
- **1.03.02** The Contractor must notify the Railway's Division Engineer Keneth Reaves at 360-418-6415 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.
- **1.03.03** 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
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** 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.
- **1.03.06** 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.

- **1.03.07** 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.
- **1.03.08** 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.
- **1.03.09** 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 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.
- **1.03.10** 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.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** 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.
- **1.04.02** 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.

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.

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.

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.

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.

1.05 Railway Flagger Services:

- **1.05.01** 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.
- **1.05.02** 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:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** 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.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** 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.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** 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.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** 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.**
 - **1.05.03d** 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.

1.06 Contractor General Safety Requirements

- **1.06.01** 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.
- **1.06.02** 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).

- **1.06.03** 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.
- **1.06.04** 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.
- **1.06.05** 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.
- **1.06.06** 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.
- **1.06.07** 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.
- **1.06.08** 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.)**
- **1.06.09 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.

- **1.06.10** 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)
- **1.06.11** 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.
- **1.06.12** 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.

1.07 Excavation:

- **1.07.01** 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 (To Be Determined)**. 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.**
- **1.07.02** 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.
- **1.07.03** 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.
- **1.07.04** 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.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** 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.

1.09 Personal Injury Reporting

- **1.09.01** 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.

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.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F) ☐ 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**

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____		2. Date: _____		Time: _____	
County: _____ (if non BNSF location)		3. Temperature: _____		4. Weather: _____	
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID: _____			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address: _____		City: _____	St: _____	Zip: _____	
8. Date of Birth: _____		and/or Age: _____ (if available)		Gender: _____	
Phone Number: _____		Employer: _____			
9. Injury: _____ (i.e., Laceration, etc.)			10. Body Part: _____ (i.e., Hand, etc.)		
11. Description of Accident (To include location, action, result, etc.): _____ _____ _____ _____					
12. Treatment:					
<input type="checkbox"/> First Aid Only					
<input type="checkbox"/> Required Medical Treatment					
<input type="checkbox"/> Other Medical Treatment					
13. Dr. Name: _____			Date: _____		
14. Dr. Address:					
Street: _____		City: _____	St: _____	Zip: _____	
15. Hospital Name: _____					
16. Hospital Address:					
Street: _____		City: _____	St: _____	Zip: _____	
17. Diagnosis: _____					

**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**

EXHIBIT "B-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: _____

To Be Determined [Insert contractor's legal name here] (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 201_, with **Portland Bureau of Transportation** for the performance of certain work in connection with the following project: Rivergate Blvd Overpass 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 **Portland Bureau of Transportation** (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**

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 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.

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.

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.

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. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

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

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 insurance. This insurance shall contain broad form contractual liability with a combined single limit of 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 Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

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.

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. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ 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.
- ◆ 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.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

A. 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:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.

- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** 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.

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

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

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.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

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 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.

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

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

4) SALES AND OTHER TAXES

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.

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.

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 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.

1) EXHIBIT "B" CONTRACTOR REQUIREMENTS

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 "B" 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/fags/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

2) TRAIN DELAY

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.

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.

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. 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.

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.

Contractor and its subcontractors must give Railway's representative (To Be Determined) four (4) 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.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

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.

To Be Determined

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

EXHIBIT C

AUTHORITY FOR EXPENDITURE

LOCATION : EAST ST JOHNS	LINE SEGMENT : 645	AFE NUMBER :
PLANITEM NUMBER : 235830000	MILEPOST : 1.474	RFA NUMBER : 5926620
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER : CB960020
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : EAST ST JOHNS YD, OR	BUDGET YEAR : 2020
JOINT FACILITY : PBOT	TRACK TYPE : 6	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : OR	REPORTING OFFICE : 716
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSPECTOR / COORDINATOR NWS DIV EAST ST JOHNS YD, OR SUB- LS 645 MP 1.474-INSPECTION ESTIMATE FOR THE N RIVERGATE BLVD (807392L) OVERPASS PROJECT WITH PORTLAND BUREAU OF TRANSPORTATION.

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
235830000	645	1.474	1.474	6	EAST ST JOHNS	EAST ST JOHNS	INSPECTOR / COORDINATOR	2020

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	0	0
MATERIAL COSTS	0	0	0	0	0	0
OTHER COSTS	0	0	0	0	208,313	208,313
TOTALS	0	0	0	0	208,313	208,313

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF. NUMBER: 5926620
COSTING DATE: 02/12/2020

PRINTED ON: 02/12/2020
ESTIMATED BY: SCOZZARI
PRINTED BY: SCOZZARI

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

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
PBOT

LOCATION EAST ST JOHNS

DETAILS OF ESTIMATE

PLAN ITEM : 235830000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSPECTOR / COORDINATOR NWS DIV EAST ST JOHNS YD, OR SUB- LS 645 MP 1.474

INSPECTION ESTIMATE FOR THE N RIVERGATE BLVD (807392L) OVERPASS PROJECT WITH PORTLAND BUREAU OF TRANSPORTATION.

REQUESTED BY STEPHEN SEMENICK 2/12/20

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
TOTAL LABOR COST		0	0
***** MATERIAL *****			
TOTAL MATERIAL COST		0	0
***** OTHER *****			
INSPECTOR / COORDINATOR	150.0 DAY	187,500	
TOTAL OTHER ITEMS COST		187,500	187,500
PROJECT SUBTOTAL			187,500
CONTINGENCIES			18,750
BILL PREPARATION FEE			2,063
GROSS PROJECT COST			208,313
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			208,313

AUTHORITY FOR EXPENDITURE

LOCATION : EAST ST JOHNS	LINE SEGMENT : 645	AFE NUMBER :
PLANITEM NUMBER : 235830001	MILEPOST : 1.474	RFA NUMBER : 5926720
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : NW	CPAR NUMBER : CB960020
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : EAST ST JOHNS YD, OR	BUDGET YEAR : 2020
JOINT FACILITY : PBOT	TRACK TYPE : 9	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : OR	REPORTING OFFICE : 716
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

FLG - NWS DIV EAST ST JOHNS YD, OR SUB LS 345 MP 1.474 - DOT# 807392L - 100% BILLABLE TO PBOT - FLAGGING ESTIMATE FOR THE N RIVERGATE BLVD (807392L) OVERPASS PROJECT WITH PORTLAND BUREAU OF TRANSPORTATION.

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
235830001	645	1.474	1.474	9	EAST ST JOHNS	EAST ST JOHNS	FLAGGING	2020

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	254,674	254,674
MATERIAL COSTS	0	0	0	0	0	0
OTHER COSTS	0	0	0	0	50,489	50,489
TOTALS	0	0	0	0	305,163	305,163

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5926720

COSTING DATE: 02/14/2020

PRINTED ON: 02/14/2020

ESTIMATED BY: SAVARD

PRINTED BY: SAVARD

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

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
PBOT

LOCATION EAST ST JOHNS

DETAILS OF ESTIMATE

PLAN ITEM : 235830001

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

FLG - NWS DIV EAST ST JOHNS YD, OR SUB LS 345 MP 1.474 - DOT# 807392L - 100% BILLABLE TO PBOT

FLAGGING ESTIMATE FOR THE N RIVERGATE BLVD (807392L) OVERPASS PROJECT WITH PORTLAND BUREAU OF TRANSPORTATION.

REQUESTED BY STEPHEN SEMENICK 2/12/20

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
FLAGGING - PUBLIC CROSSING - CAP	2400.0 MH	81,200	
PAYROLL ASSOCIATED COSTS		53,080	
DA OVERHEADS		88,126	
EQUIPMENT EXPENSES		18,058	
INSURANCE EXPENSES		14,210	
TOTAL LABOR COST		254,674	254,674
***** MATERIAL *****			
TOTAL MATERIAL COST		0	0
***** OTHER *****			
RENTAL VEHICLE	200.0 DAY	20,000	
TOTAL OTHER ITEMS COST		20,000	20,000
PROJECT SUBTOTAL			274,674
CONTINGENCIES			27,467
BILL PREPARATION FEE			3,022
GROSS PROJECT COST			305,163
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			305,163

Exhibit D

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____

_____[Name of Agency Here]

_____[Address for Agency]

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by
_____ **[insert name of architecture or engineering firm here]** (hereinafter
called, the "Plans and Specifications")

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of _____ **[insert description of the project here]**. This final written approval is given to _____ **[insert name of Agency here]** ("Agency") pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Agency, dated _____, 20__, which this Exhibit D is attached to and made a part thereof.

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.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by CITY or its contractor for approval.

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 of the project.

Regards,

[Public Projects Manager's Name]

EXHIBIT E

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:

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.

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.

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)

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)
 - 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.