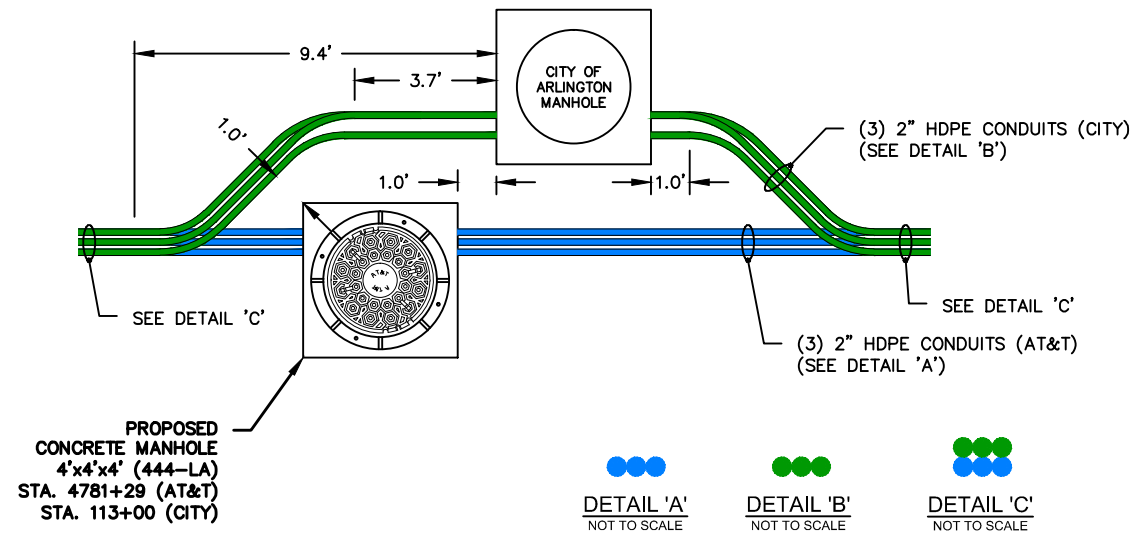
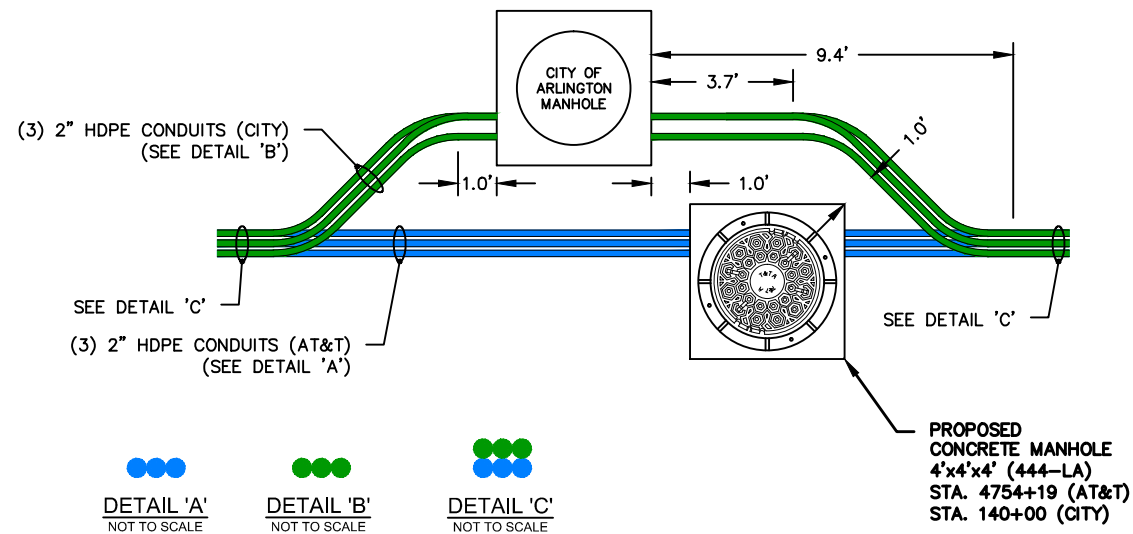


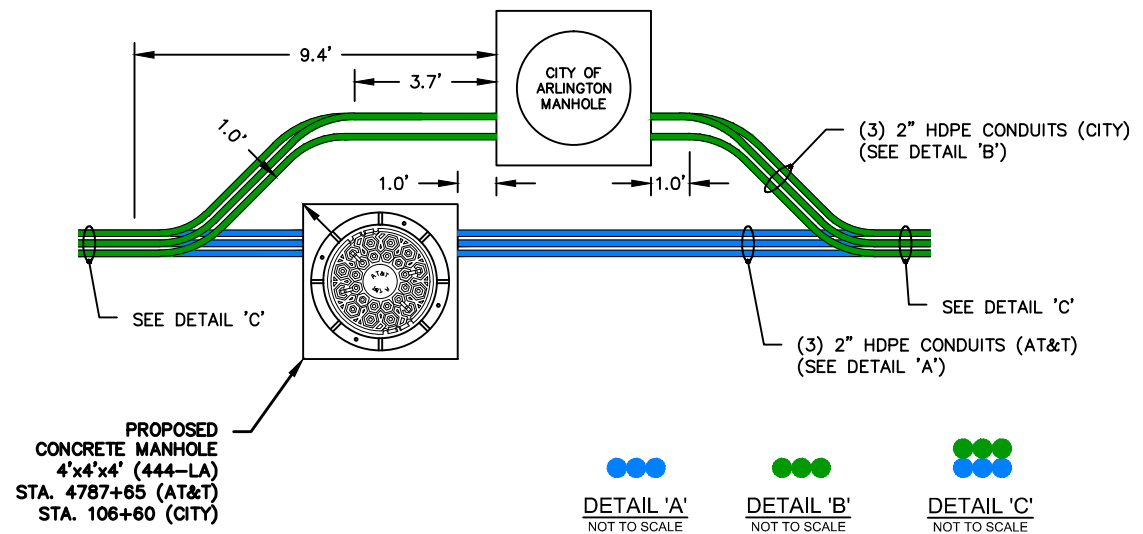
MANHOLE ARRANGEMENT STA. 4746+71
NOT TO SCALE



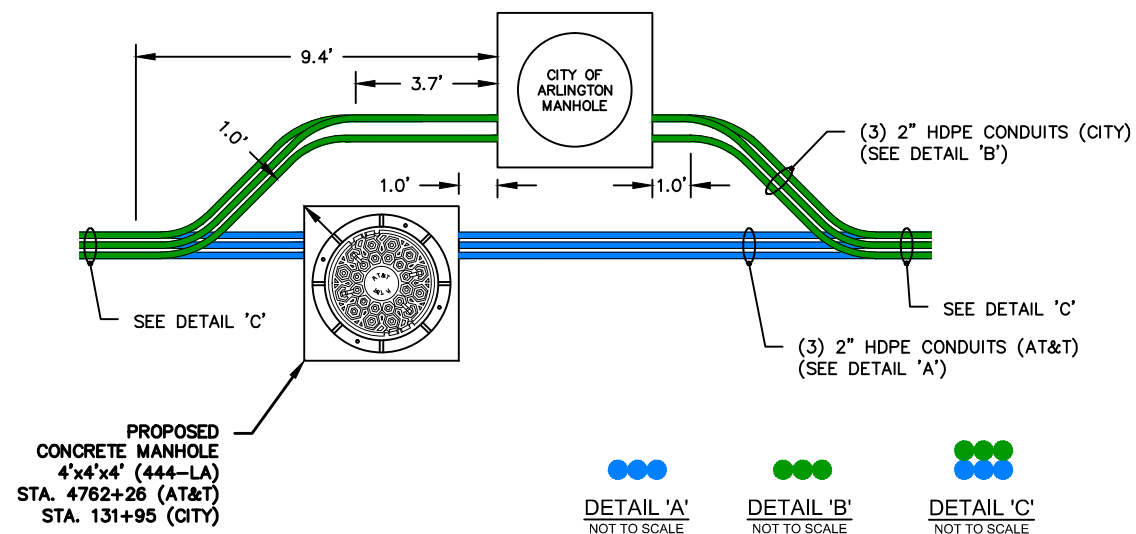
MANHOLE ARRANGEMENT STA. 4781+29
NOT TO SCALE



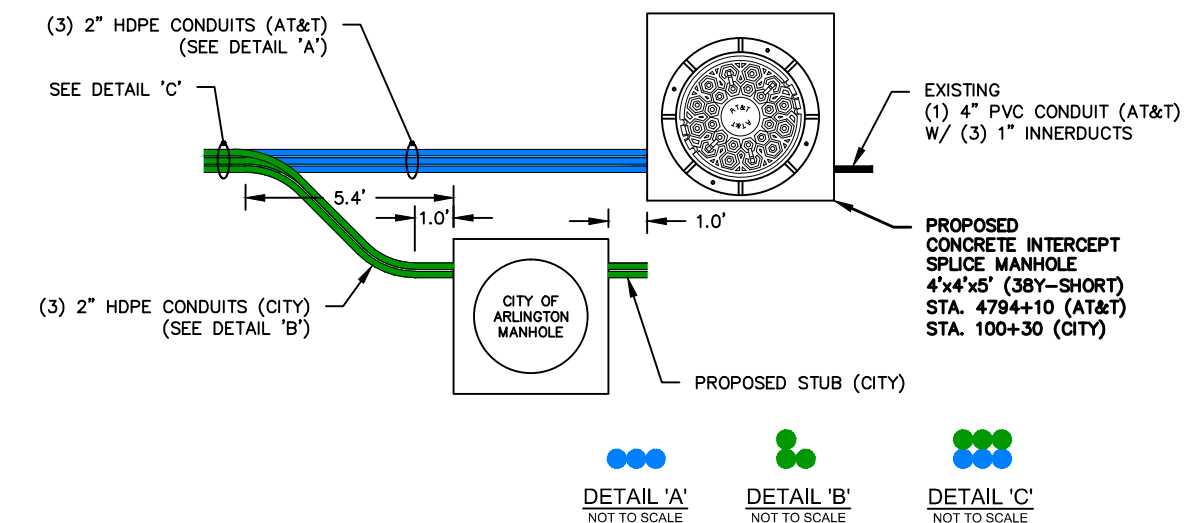
MANHOLE ARRANGEMENT STA. 4754+19
NOT TO SCALE



MANHOLE ARRANGEMENT STA. 4787+65
NOT TO SCALE



MANHOLE ARRANGEMENT STA. 4762+26
NOT TO SCALE



MANHOLE ARRANGEMENT STA. 4794+10
NOT TO SCALE

SIENA ENGINEERING GROUP, INC.
C:\temp\AcPublish_5196\12-70600 67th Avenue Bid Issue.dwg
Jul 19, 2012 - 9:02am by jconnor

REVISIONS:
1. JULY 19, 2012 BID ISSUE

NOTES:



Call before you dig.
Washington Utilities
Coordinating Council
1-800-424-5555

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PREPARED FOR RECORD

APPROVED FOR
OUTSIDE PLANT _____ ENGINEER _____ DATE _____



PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS
SPECIFICATION WR-34105
PROJECT NUMBER 8613972

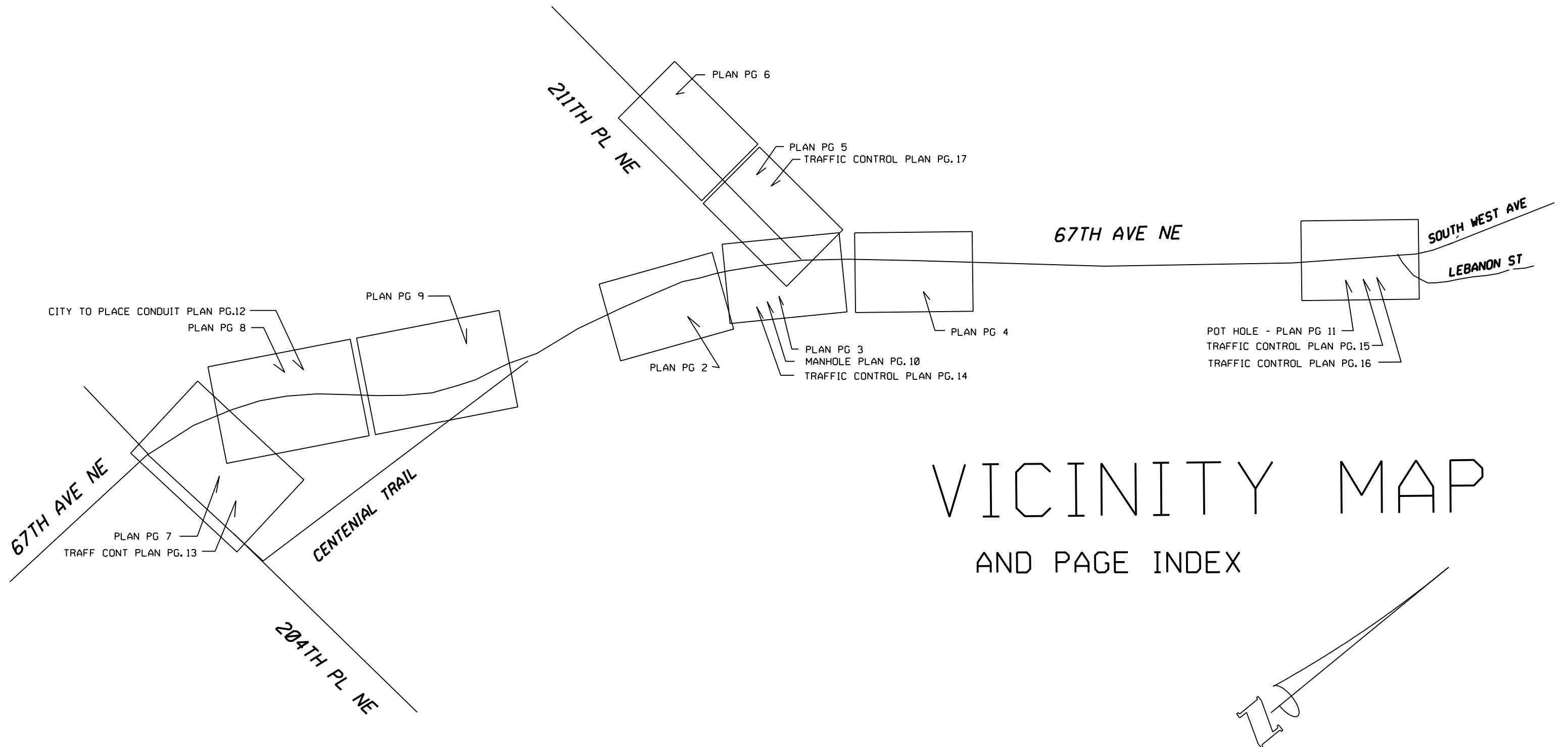
OWNERSHIP: 100% ISD
LINE CODE:
CABLE CLLI: BLANWU0010

SCALE: AS NOTED

67TH AVENUE NE
WALLEY, BC
TO EVERETT, WA

MANHOLE ARRANGEMENT
DETAILS

DT016

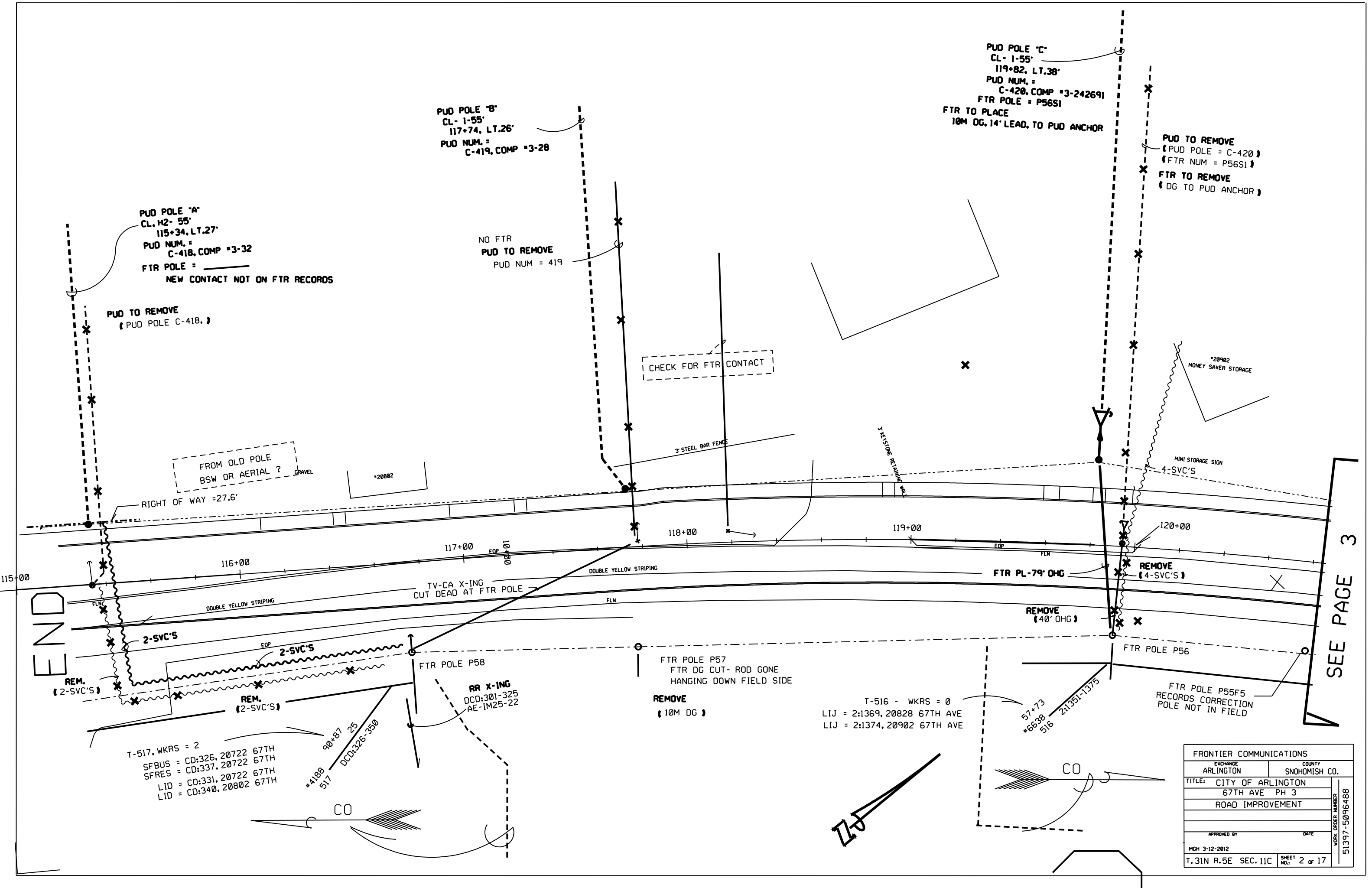


VICINITY MAP

AND PAGE INDEX

TH

WO DRIVER <input checked="" type="checkbox"/> ROAD IMPROVEMENT <input type="checkbox"/> COPPER <input checked="" type="checkbox"/> CONDUIT ONLY		THOMAS BROS. MAP # 317	CUTS REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO JOINT TRENCH <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO SCCN REQ'D <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CONSTRUCTION <input checked="" type="checkbox"/> DIAL. A DIG <input checked="" type="checkbox"/> FLAGGING <input checked="" type="checkbox"/> BRUSHING <input checked="" type="checkbox"/> CONTRACTING REQ'D	PERMITS MUNICIPALITY CITY OF ARLINGTON MUNICIPALITY	RIGHT OF WAY ACCESS <input checked="" type="checkbox"/> RIGHT OF WAY ACCESS <input checked="" type="checkbox"/> TCP/TRAFFIC <input type="checkbox"/> DETAILED (NOT BLANKET) <input type="checkbox"/> NO PERMIT REQUIRED	JOINT POLE PUD WO NUMBER = 379656 JFN/NJUNS * NOT RECIEVED JFN/NJUNS * X NA <input type="checkbox"/> NO JPN REQUIRED	POINT OF CONTACT MIKE HUPF OFFICE: 360-343-4000 CELL: 425-231-0674 FRONTIER ENGINEER WAYNE WENDELL OFFICE: 360-757-3406 CELL: 425-308-7581 FIELDIED BY MIKE HUPF	<table border="1"> <tr> <td colspan="2">FRONTIER COMMUNICATIONS</td> </tr> <tr> <td>EXCHANGE ARLINGTON</td> <td>COUNTY SNOHOMISH CO.</td> </tr> <tr> <td colspan="2">TITLE: CITY OF ARLINGTON</td> </tr> <tr> <td colspan="2">67TH AVE PH 3</td> </tr> <tr> <td colspan="2">ROAD IMPROVEMENT</td> </tr> <tr> <td>APPROVED BY</td> <td>DATE</td> </tr> <tr> <td>MGH 3-12-2012</td> <td></td> </tr> <tr> <td>T.31N R.5E SEC.11C</td> <td>SHEET NO. 1 of 17</td> </tr> </table>	FRONTIER COMMUNICATIONS		EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.	TITLE: CITY OF ARLINGTON		67TH AVE PH 3		ROAD IMPROVEMENT		APPROVED BY	DATE	MGH 3-12-2012		T.31N R.5E SEC.11C	SHEET NO. 1 of 17
FRONTIER COMMUNICATIONS																									
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APPROVED BY	DATE																								
MGH 3-12-2012																									
T.31N R.5E SEC.11C	SHEET NO. 1 of 17																								



PUD POLE "A"
 CL- 12'- 55'
 115+34, LT.27'
 PUD NUM. =
 C-418, COMP #3-32
 FTR POLE = _____
 NEW CONTACT NOT ON FTR RECORDS

PUD POLE "B"
 CL- 1-55'
 117+74, LT.26'
 PUD NUM. =
 C-419, COMP #3-28

PUD POLE "C"
 CL- 1-55'
 119+82, LT.38'
 PUD NUM. =
 C-420, COMP #3-242691
 FTR POLE = P56S1
 FTR TO PLACE
 10M DG, 14' LEAD, TO PUD ANCHOR

PUD TO REMOVE
 (PUD POLE = C-420)
 (FTR NUM = P56S1)
 FTR TO REMOVE
 (DG TO PUD ANCHOR)

PUD TO REMOVE
 (PUD POLE C-418,)

NO FTR
 PUD TO REMOVE
 PUD NUM = 419

CHECK FOR FTR CONTACT

FROM OLD POLE
 BSW OR AERIAL ?

RIGHT OF WAY = 27.6'

*20902
 MONEY SAVER STORAGE

MINI STORAGE SIGN

4-SVC'S

REMOVE
 (4-SVC'S)

REMOVE
 (40' OHG)

FTR PL-79' OHG

FTR POLE P56

FTR POLE P55F5
 RECORDS CORRECTION
 POLE NOT IN FIELD

FTR POLE P57
 FTR DG CUT- ROD GONE
 HANGING DOWN FIELD SIDE

REMOVE
 (10M DG)

T-516 - WKRS = 0
 LIJ = 2:1369, 20828 67TH AVE
 LIJ = 2:1374, 20902 67TH AVE

57+73
 *6638 516
 2:1351-1375

RR X-ING
 DCD:301-325
 AE-IM25-22

FTR POLE P58

REM.
 (2-SVC'S)

T-517, WKRS = 2
 SFBUS = CD:326, 20722 67TH
 SFRES = CD:337, 20722 67TH
 LID = CD:331, 20722 67TH
 LID = CD:340, 20802 67TH

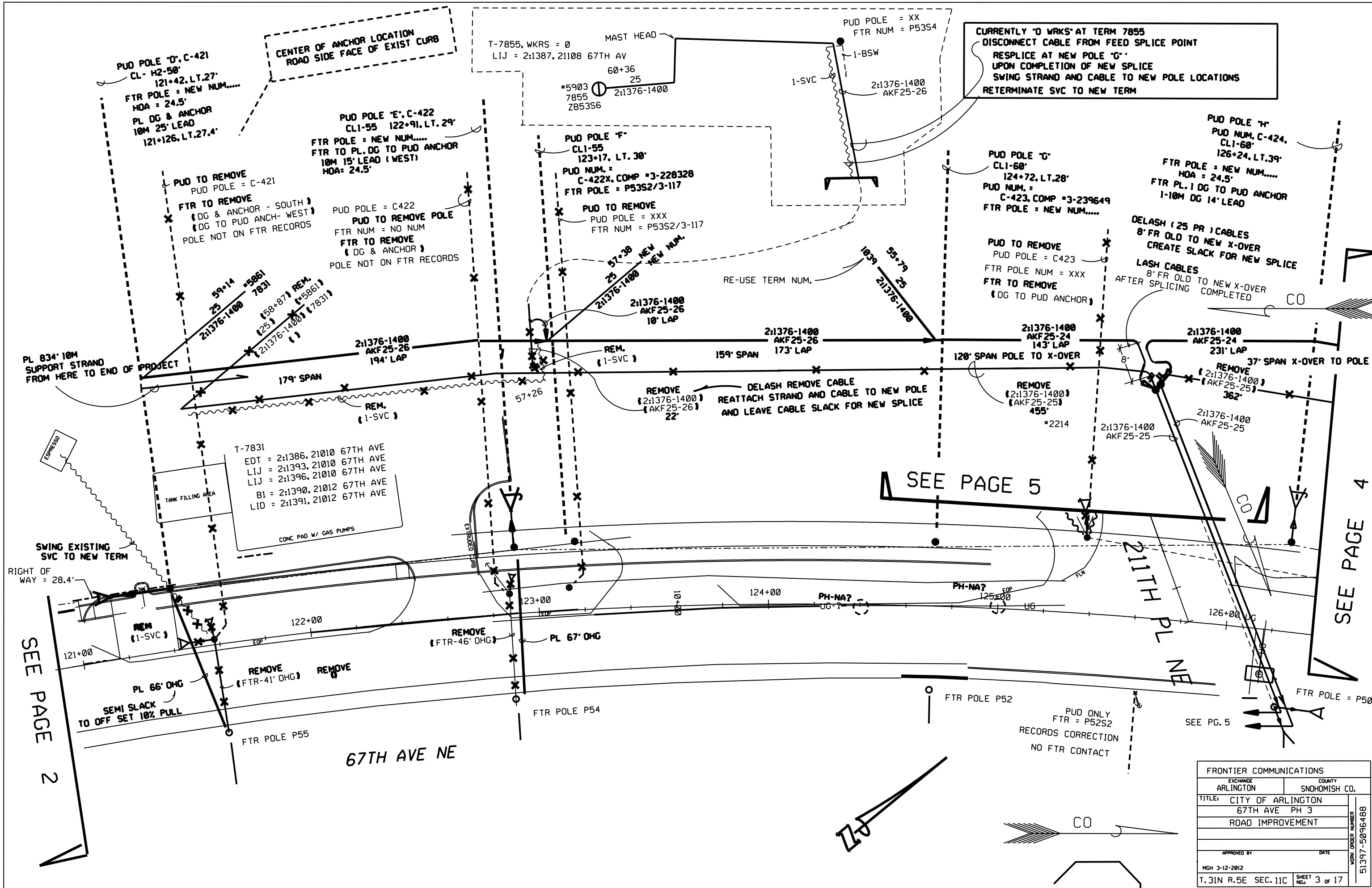
*4188 517
 90+87 25
 DCD:326-350

CO

SEE PAGE 3

FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY	DATE
MGH 3-12-2012	
T. 31N R.5E SEC. 11C	SHEET NO. 2 OF 17

WORK ORDER NUMBER
51397-5096488



CURRENTLY 'O WRKS' AT TERM 7855
 DISCONNECT CABLE FROM FEED SPLICE POINT
 RESPLICE AT NEW POLE 'G'
 UPON COMPLETION OF NEW SPLICE
 SWING STRAND AND CABLE TO NEW POLE LOCATIONS
 RETERMINATE SVC TO NEW TERM

PUD POLE 'G'
 CLI-60'
 124+72, LT.28'
 PUD NUM. =
 C-423, COMP #3-239649
 FTR POLE = NEW NUM.....

PUD TO REMOVE
 PUD POLE = C423
 FTR POLE NUM = XXX
 FTR TO REMOVE
 (DG TO PUD ANCHOR)

DELASH (25 PR) CABLES
 8' FR OLD TO NEW X-OVER
 CREATE SLACK FOR NEW SPLICE
 LASH CABLES
 8' FR OLD TO NEW X-OVER
 AFTER SPLICING COMPLETED

SEE PAGE 5

SEE PAGE 4

SEE PAGE 2

T-7831
 EDT = 2:1386, 21010 67TH AVE
 LIJ = 2:1393, 21010 67TH AVE
 LIJ = 2:1396, 21010 67TH AVE
 BI = 2:1390, 21012 67TH AVE
 LID = 2:1391, 21012 67TH AVE

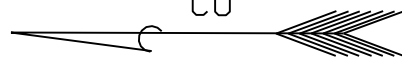
FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY:	DATE
MGH 3-12-2012	
T. 3IN R. 5E SEC. 11C	SHEET 3 OF 17

WORK ORDER NUMBER
51397-5096488

PLACING NOTES:

LEAVE ENOUGH CABLE TO SPLICE OVER EXIST. CABLE
 PLACE CABLE TO NEW POLE AND THEN BACK TO
 ENTRANCE CABLE LOCATION.
 AFTER SPLICING IS COMPLETE SWING EXISTING
 ENTRANCE CABLE & STRAND OVER TO NEW POLE LOCATION.

CO



SEE PAGE 3

T-8711 WKRS

CTX = 2:1388, 21102 67TH AVE NE
 TEL# 360-474-0949
 PRIMARY LINE
 LHCTX = 2:1389, 21102 67TH AVE NE
 LHCTX = 2:1397, 21102 67TH AVE NE

PUD TO REMOVE

(PUD POLE = XXX)
 (FTR NUM = P30)

PUD POLE "J"
 CL1-55' 127+43, LT.33'
 PUD NUM. C-425, COMP #3-161590
 FTR POLE = P30
 FTR PL 1 2" PVC RISER

PUD POLE NUM = XXXX
 FTR POLE = P29S1

PUD TO REMOVE POLE
 (PUD POLE = XXXX)

FTR TO REMOVE
 (FTR POLE = P29/3-12)
 (FTR DG & ANCHOR)

PUD POLE "K"
 CL1-50'
 129+52, LT.29'
 PUD NUM. C-426, COMP #3-227953
 FTR POLE = P29/3-12
 FTR TO PL. DG & ANCHOR
 10M 15' LEAD
 ANCHOR EASEMENT REQUIRED

T-7829 WKRS =
 2110 67TH AV

LHCTX = 2:1382
 SFBUS = 2:1383
 B1 = 2:1384
 EDT = 2:1386
 LHCTX = 2:1394

T-7830 WKRS =
 B1 = 2:1376, 21108 67TH AVE
 B1 = 2:1378, 21108 67TH AVE
 LIJ/LID = 2:1379, 21108 67TH AVE

2:1376-1400
 AKF25-25
 (231' LAP)

121' SPAN

2:1376-1400
 AKF25-25
 239' LAP

210' SPAN

REMOVE
 (2:1376-1400)
 (AKF25-25)
 (362')

2" PVC TO CUSTOMER
 WITH BSW
 (PRESUMED LOCATION)

1-BSW, TIE WRAPPED TO PUD 4" RISER
 THEN INTO 2" PVC AT BASE OF POLE

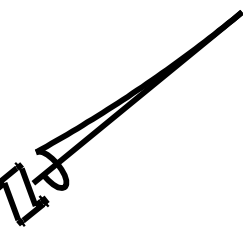
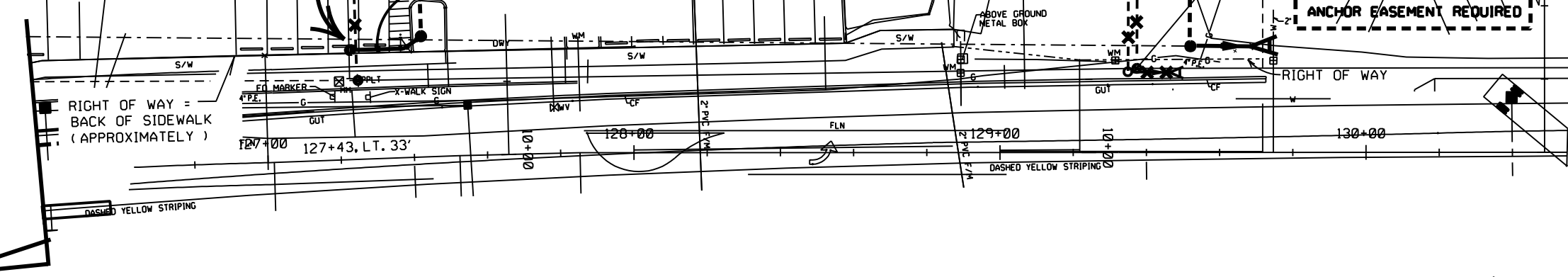
LOCATE BSW TO WEST OF SIDEWALK
 18' REMOVE REPLACE ASPHALT
 20' BACKHOE PL 2"
 BREAK INTO EXISTING 2" PVC
 BLOW IN NEW MULE TAPE TO TERMINAL
 PULL IN NEW 6-PR BSW WIRE ?

CAUTION
 NO PUD CUTOVER PLAN AVAILABLE

20' 2" PVC-D8

ANCHOR EASEMENT REQUIRED

RIGHT OF WAY =
 BACK OF SIDEWALK
 (APPROXIMATELY)



FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON	
67TH AVE PH 3	
ROAD IMPROVEMENT	
APPROVED BY	DATE
MGH 3-12-2012	
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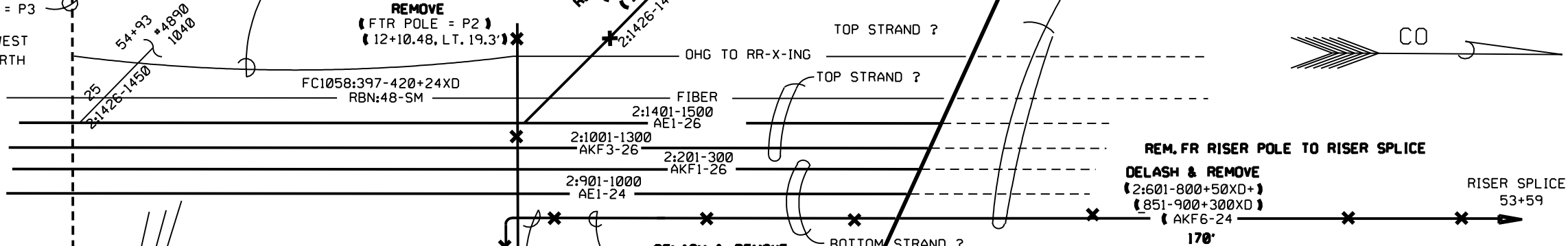
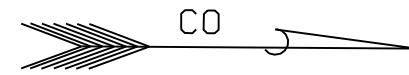
WORK ORDER NUMBER
 51397-5096488

CAUTION
 OHG SUPPORTING RR X-ING
 SLACK WEST OF POLE 2
 AFTER AKF6-24 HAS BEEN REMOVED
 RETENSION OHG & DG AND ANCHOR
 AT POLE #3, NEXT SPAN WEST

AERIAL X-ING

PUD POLE = XXXX
 FTR POLE = P3
 FTR ANCHOR TO WEST
 JOINT ANCHOR NORTH

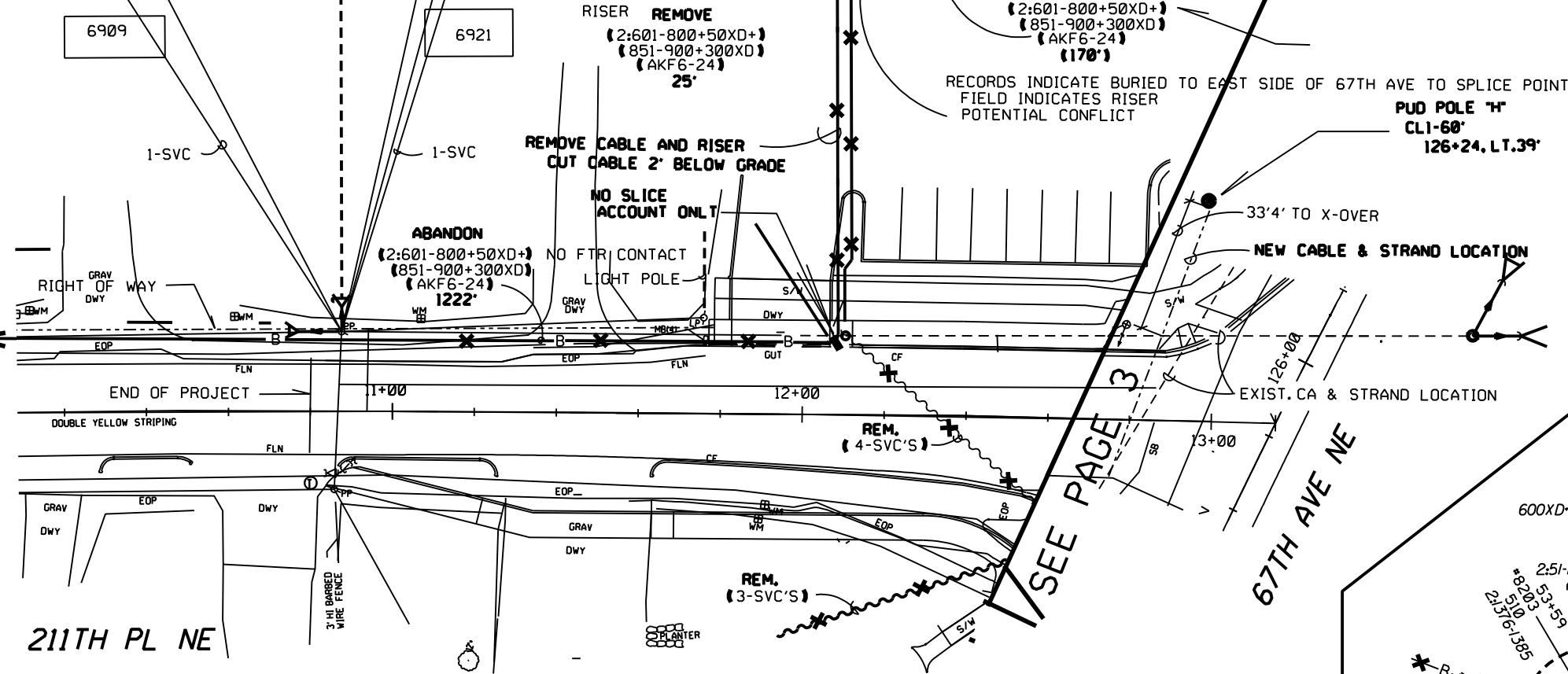
WKRS = 0
 LIJ = 2:1427, 6921 211TH PL NE
 LIJ = 2:1430, 6924 211TH PL NE
 LIJ = 2:1442, 6905 211TH PL NE



SEE BELOW

SEE PAGE 6

SEE PAGE 3

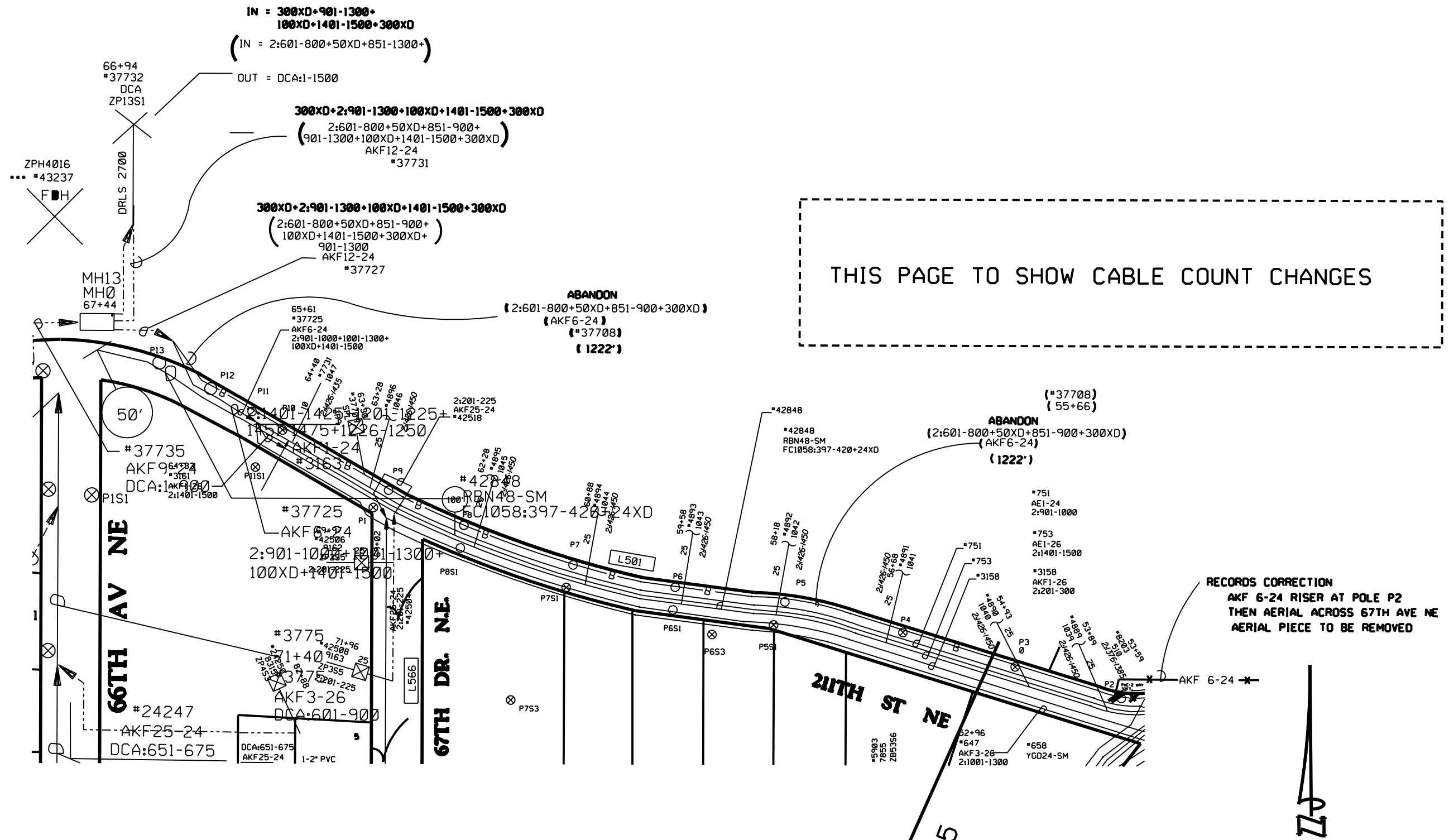


FIELD REVIEW INDICATES AERIAL X-ING
 RECORDS INDICATE BURIED ACROSS 67TH

THIS RISER SPLICE IS ON EAST SIDE OF ROAD

FRONTIER COMMUNICATIONS	
EXCHANGE	COUNTY
ARLINGTON	SNOHOMISH CO.
TITLE: CITY OF ARLINGTON	
67TH AVE PH 3	
ROAD IMPROVEMENT	
APPROVED BY	DATE
MGH 3-12-2012	
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FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON	
67TH AVE PH 3	
ROAD IMPROVEMENT	
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SEE PAGE 8

1 AERIAL SVC DROP
TEMPORARY
PL 1 4 PAIR FIBER TAIL
H4014:401-404 = (XXX')

ACUTE AUTO WORKS
20527 67TH AVE
CKT: 86/HCFU/312124
CD: 25, SR4: 407
20527 67TH AVE
CD22, SR4: 236

NO FTR
POLE NUM.
82+66
25
*46365
46365 DCD:1-25

ACUTE AUTO WORKS
20527 67TH AVE

DCD:1-25
AKF:25-24
XXX'
PL 2 4 PAIR FIBER TAILS
H4014:405-408 = (XXX')
H4014:401-404 = (XXX')

*46363
DCD:1-25
AKF:25-24

PL 2 4 PAIR FIBER TAILS
H4014:405-408 = (XXX')
H4014:401-404 = (XXX')

TEMPORARY
PL 1 4 PAIR FIBER TAIL
H4014:401-404 = (XXX')

ABANDON
(1-1.5' SUBDUCT)
REMOVE
(2-4 PR. FIBER TAILS)
(H4014:405-408 = (XXX'))
(H4014:401-404 = (XXX'))
NOT LOCATED

REMOVE
TEMPORARY PLACE
PL 2 4 PAIR FIBER TAILS
H4014:405-408 = (XXX')
H4014:401-404 = (XXX')

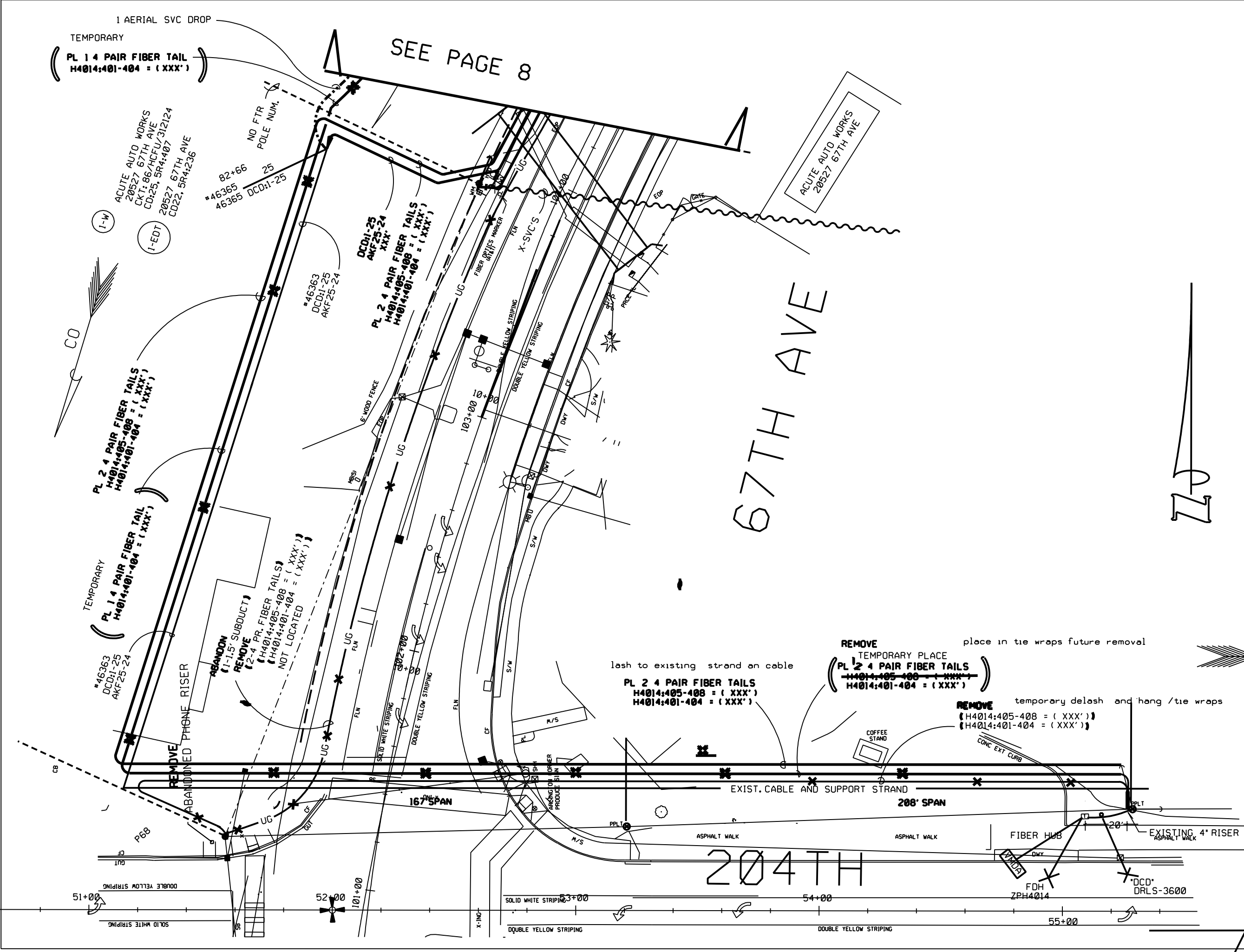
REMOVE
TEMPORARY PLACE
PL 2 4 PAIR FIBER TAILS
H4014:405-408 = (XXX')
H4014:401-404 = (XXX')

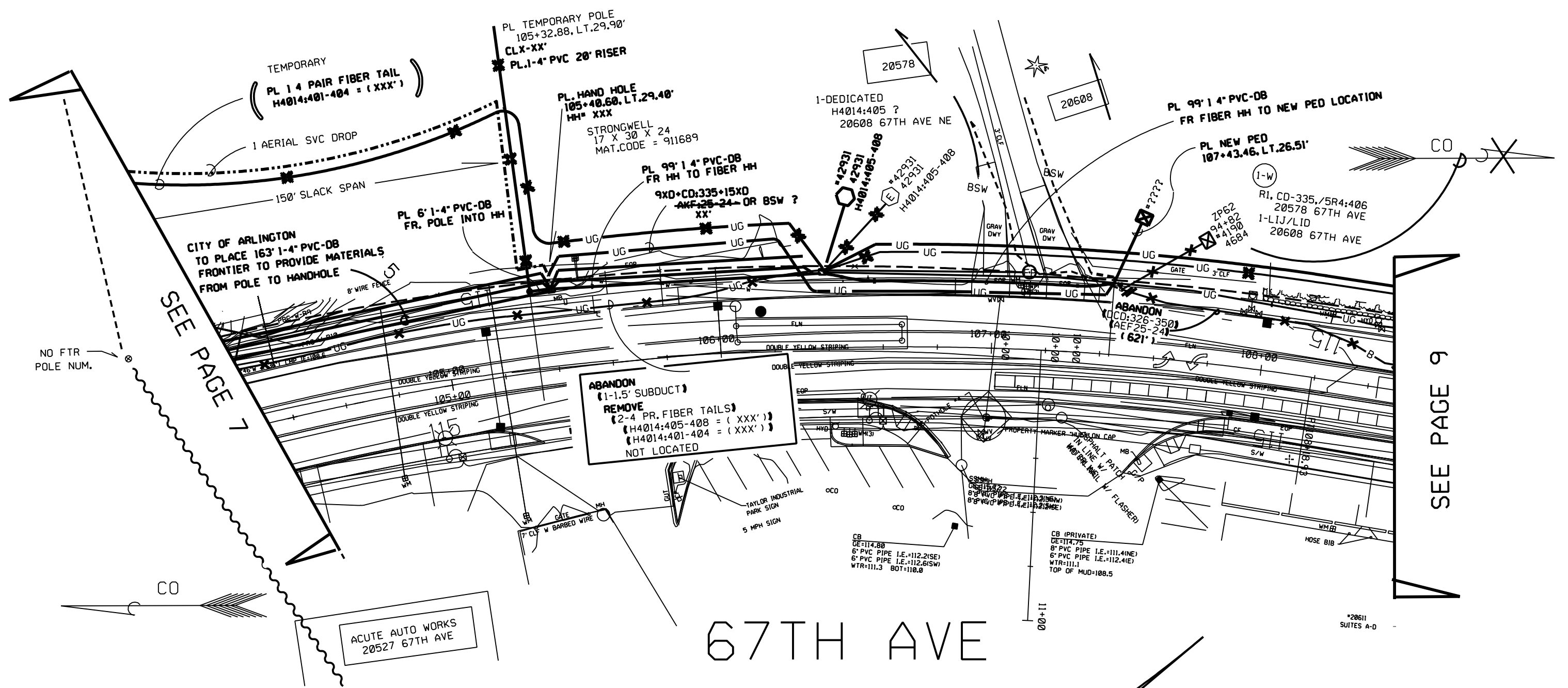
REMOVE
(H4014:405-408 = (XXX'))
(H4014:401-404 = (XXX'))

204TH

67TH AVE

FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
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APPROVED BY	DATE
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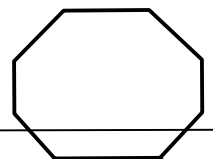
SEE PAGE 7

SEE PAGE 9

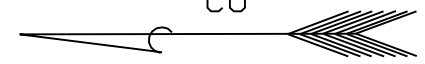
67TH AVE

FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
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APPROVED BY	DATE
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WORK ORDER NUMBER
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CO



20638
MYRICK APPROX. BOUNDARY
108+00 TO 109+80-

366' 1-SUBDUCT
EXISTING HH TO HH
REMOVE
(1 4PR FIBER TAIL-H4014:401-404)

LOCATE FIBER/DROP
TO 20638 67TH AVE

REMOVE
TEMPORARY
H4014:401-404

1-WKR

H4014:401
20638 67TH AVE NE
PHONE & DATA NO VIDEO

67TH AVE

SEE PAGE 8

ABANDON
(DCD:326-350)
(AEF25-24)
(621')

AFTER CITY HAS REMOVED HEDGE
AND 1' ROCKERY
RELOCATE FIBER HH TO 109+91.82, LT.26.1'
IN GENERAL MOVE 6.5' SOUTH & 2.7' WEST
TO BEHIND NEW SIDEWALK
BACKHOE/ EXPOSE FIBER TAIL AND FIBER DROP - 14'
ADDITIONAL BACKHOE TRENCH LINE TO NEW HAND HOLE LOCATION - 10'
MOVE FIBER HAND HOLE TO NEW LOCATION

ABANDON
(DCD:326-350)
(AEF25-24)
(621')

ABANDON
(DCD:326-350)
(AEF25-24)
(621')

ABANDON
(DCD:326-350)
(AEF25-24)
(621')

DHMM 1.4 ELEVATION
SEGMENT STAIN IE-108.7

PROpane TANK
DCD:326-350
AKF25-24

DCD:326-350
AKF25-26

FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
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APPROVED BY	DATE
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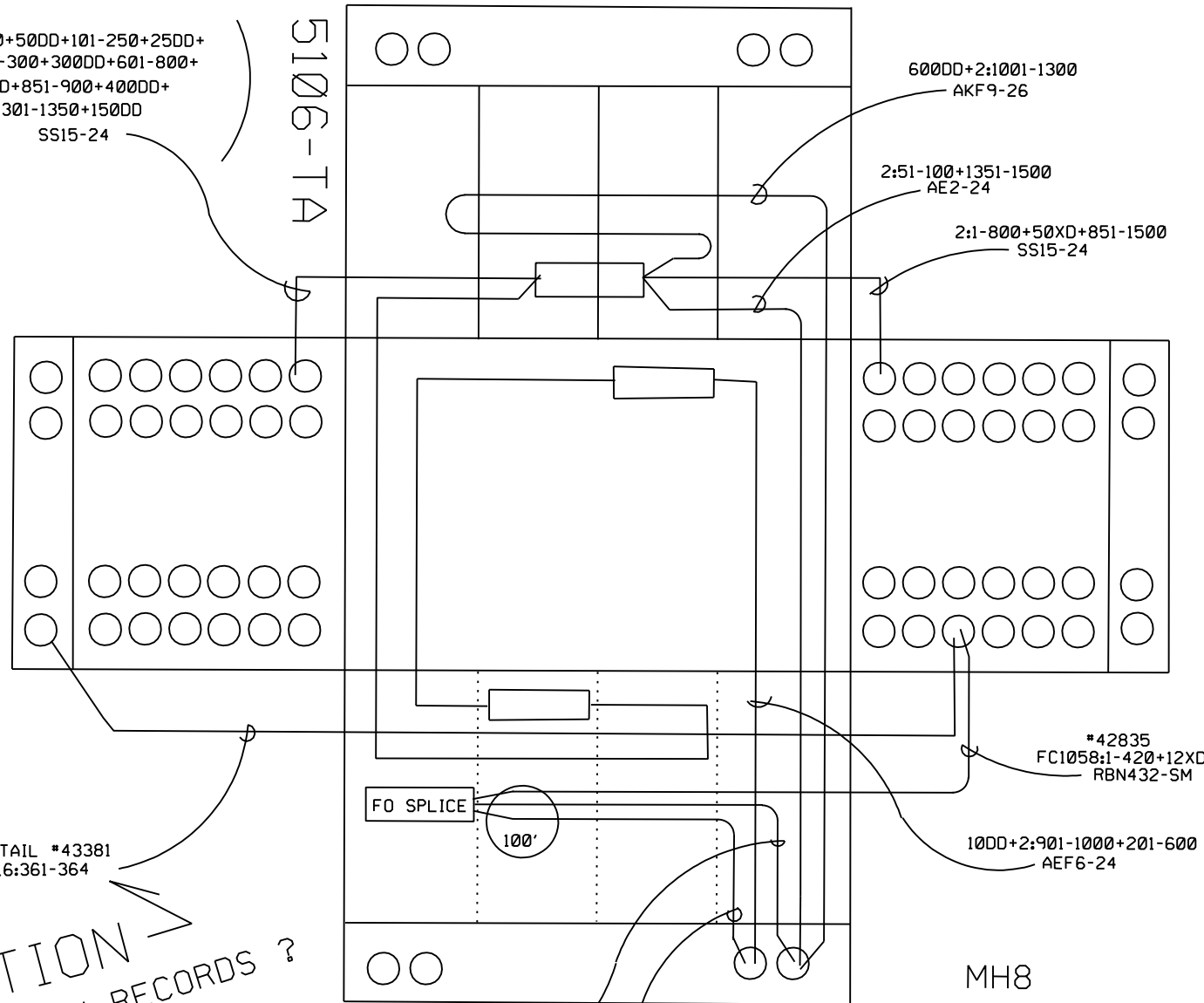
ROAD IMPROVEMENT REQUIRES EXCAVATION ON OUTSIDE OF WEST AND SOUTH WALLS OF MANHOLE

VERIFY NO COPPER OR FIBER CABLE EXIST THESE WALLS

CUT OUT OF MANHOLE

2:1-50+50DD+101-250+25DD+
276-300+300DD+601-800+
50DD+851-900+400DD+
1301-1350+150DD
SS15-24

5106-TA



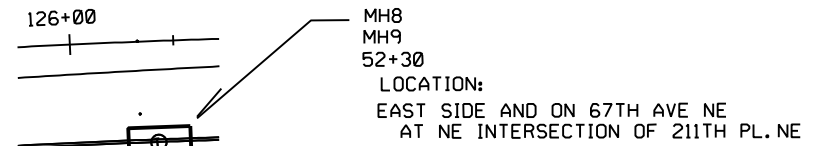
TERM TAIL #43381
H4016:361-364

CAUTION
NOT FOUND ON RECORDS ?

MH8
MH9
52+30
LOCATION:

EAST SIDE OF 67TH AVE NE
AT 211TH ST. NE

L002...
U31N5E11C...



NEW CURB WILL BE IN ALIGNMENT WITH MANHOLE LID
FRONTIER TO PROVIDE CURB "4246 NONSLIP COVER" & FRAME.
TO THE CITY CONTRACTOR.
CITY'S CONTRACTOR TO PLACE
PART AVAILABLE THROUGH "OLD CASTLE PRECAST, INC. (UTILITY VAULT).

★ ADJUST MANHOLE LID'S TO FINAL GRADE
4 LOCATIONS

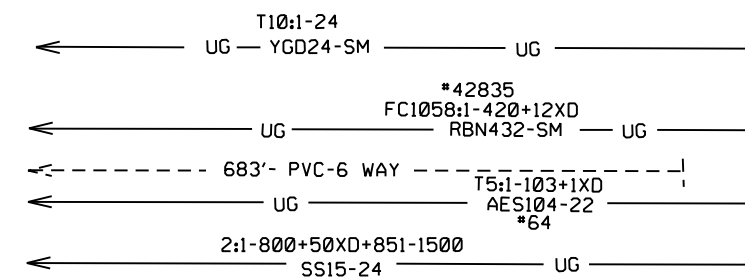
CAUTION

FOLLOWING CABLES NOT IDENTIFIED IN MH DETAIL

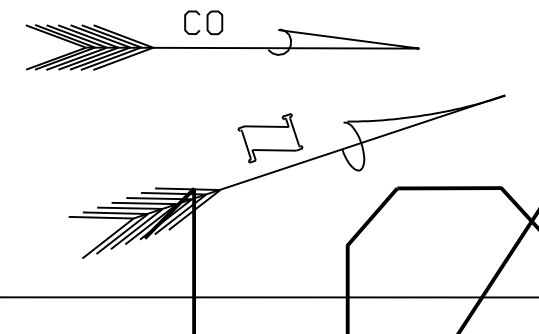
T10:1-24
— YGD24-SM
T5:1-103+1XD
— AES104-22

THIS CABLE NOT IDENTIFIED ON AER/BURIED RECORDS.

TERM TAIL #43381
H4016:361-364



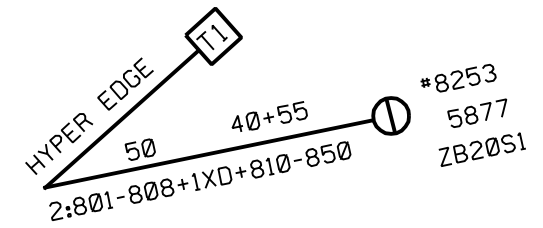
FROM MH 7
PER UG RECORDS



FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY	DATE
MCH 3-12-2012	
T. 31N R. 5E SEC. 11C	SHEET 10 of 17

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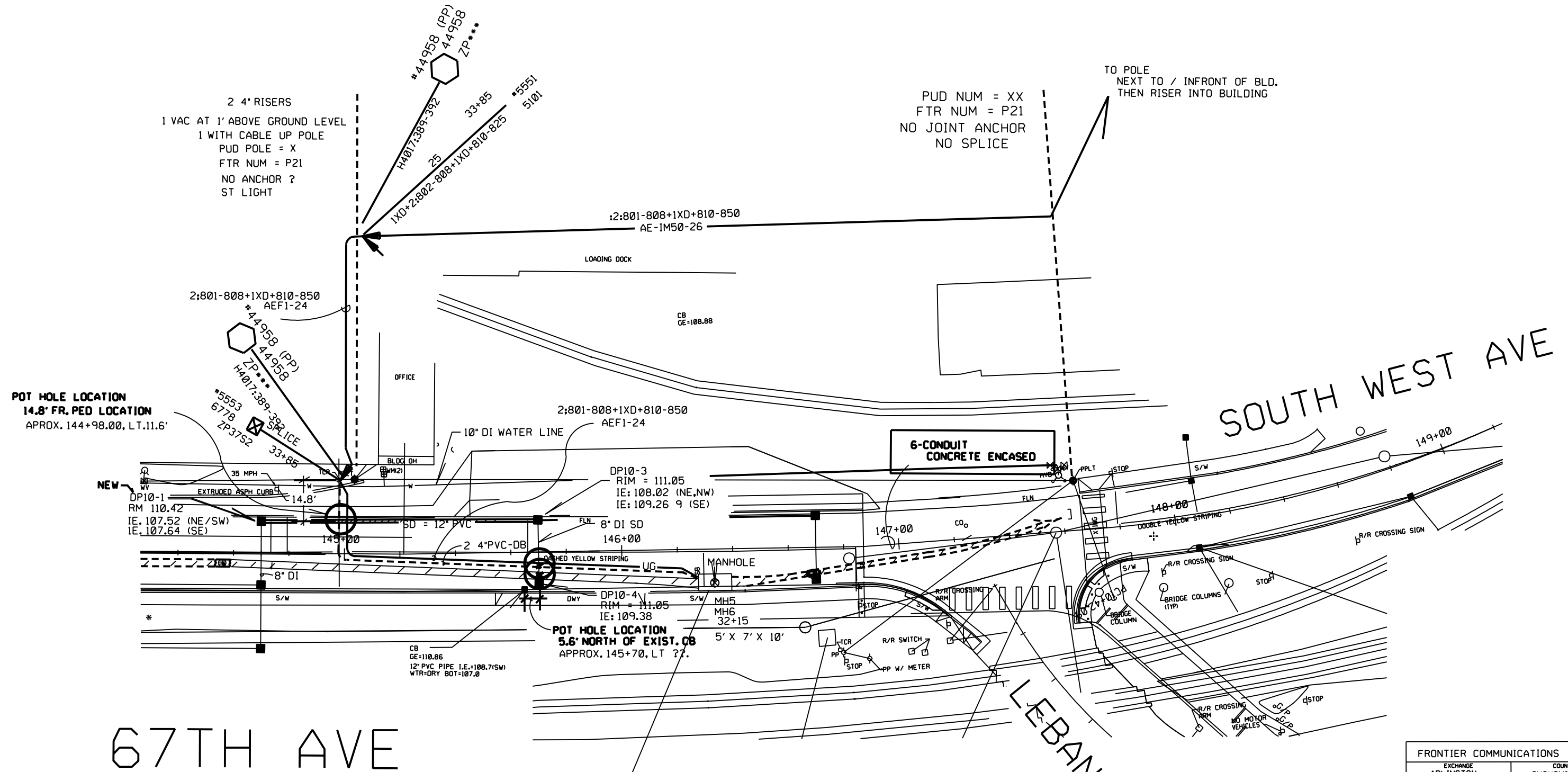
3 - POT HOLE LOCATIONS



2 4" RISERS
 1 VAC AT 1' ABOVE GROUND LEVEL
 1 WITH CABLE UP POLE
 PUD POLE = X
 FTR NUM = P21
 NO ANCHOR ?
 ST LIGHT

PUD NUM = XX
 FTR NUM = P21
 NO JOINT ANCHOR
 NO SPLICE

TO POLE
 NEXT TO / INFRONT OF BLD.
 THEN RISER INTO BUILDING



POT HOLE LOCATION
 14.8' FR. PED LOCATION
 APROX. 144+98.00, L.T.11.6'

POT HOLE LOCATION
 5.6' NORTH OF EXIST. CB
 APROX. 145+70, LT ??

67TH AVE

SOUTH WEST AVE

LEBANON ST.

ADJUST MANHOLE LID TO FINAL GRADE

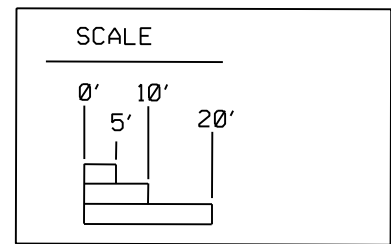
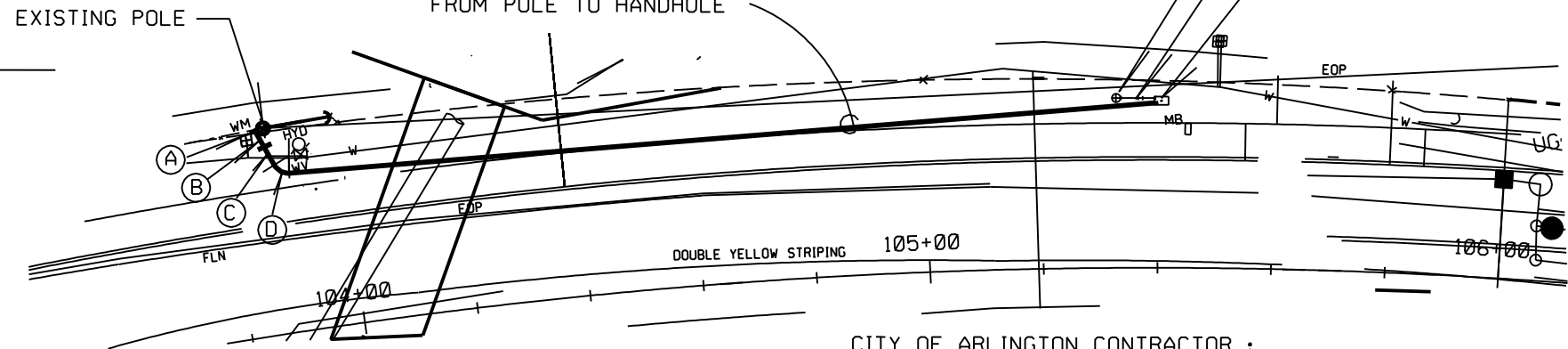
FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON	
67TH AVE PH 3	
ROAD IMPROVEMENT	
APPROVED BY	DATE
MGH 3-12-2012	
T.31N R.5E SEC.11C	SHEET NO. 11 of 17
WORK ORDER NUMBER 51397-5096488	

- FRONTIER TO PLACE
- . TEMPORARY POLE
105+32.88, LT.29.90'
- . 6' 1-4" PVC-DB
FR. TEMPORARY POLE INTO HH
- . HAND HOLE
105+40.60, LT.29.40'
TYPE = STRONGWELL
17 X 30 X 24
MAT.CODE = 911689

CITY OF ARLINGTON CONTRACTOR
TO PLACE 163' 1-4" PVC-DB
FRONTIER TO PROVIDE MATERIALS
FROM POLE TO HANDHOLE

CITY OF ARLINGTON CONTRACTOR TO PLACE

- (A) = 1' - 4" PVC
1' ABOVE EXISTING GRADE
ADJACENT TO EXIST PUD RISER
- (B) = 1 - 4" X 36" RADIUS PVC
- (C) = 4" PVC
- (D) = 1 - 4" X 36" RADIUS PVC
CUT TO FIT RADIUS



CITY OF ARLINGTON CONTRACTOR :

DUE TO EXISTING AND PROPOSED OTHER UTILITIES ACTUAL TRENCH LINE MAY VARY
NO PRE-MANUFACTURED BENDS ARE AUTHORIZED

PLACE CONDUIT RUN AT 36" MIN DEPTH.
FROM EXISTING POLE TO WITHIN 3' OF EXISTING HANDHOLE
PULL IN MULE TAPE ,RECORD MEASURED FOOTAGE

OPEN TRENCH TO HAND HOLE
CONTACT / COORDINATE WITH FRONTIER TO HAVE THEIR CREWS
TERMINATE DUCTS INTO HANDHOLE.

SHOULD YOU HAVE ANY QUESTIONS CONTACT FRONTIER ENGINEERING
MIKE HUPF
OFFICE = 360-343-4000
CELL = 425-231-0674

FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY MGH 3-12-2012	DATE
T.31N R.5E SEC.11C	SHEET NO.: 12 OF 17
WORK ORDER NUMBER 51397-5096488	

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

WHEN A TMA IS USED, THE ROLL AHEAD DISTANCE IS 30' MINIMUM TO 100' MAXIMUM.
 PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.

SIGN SPACING = X (FEET)		
RURAL ROADS	45/55 MPH	500' +/-
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350' +/-

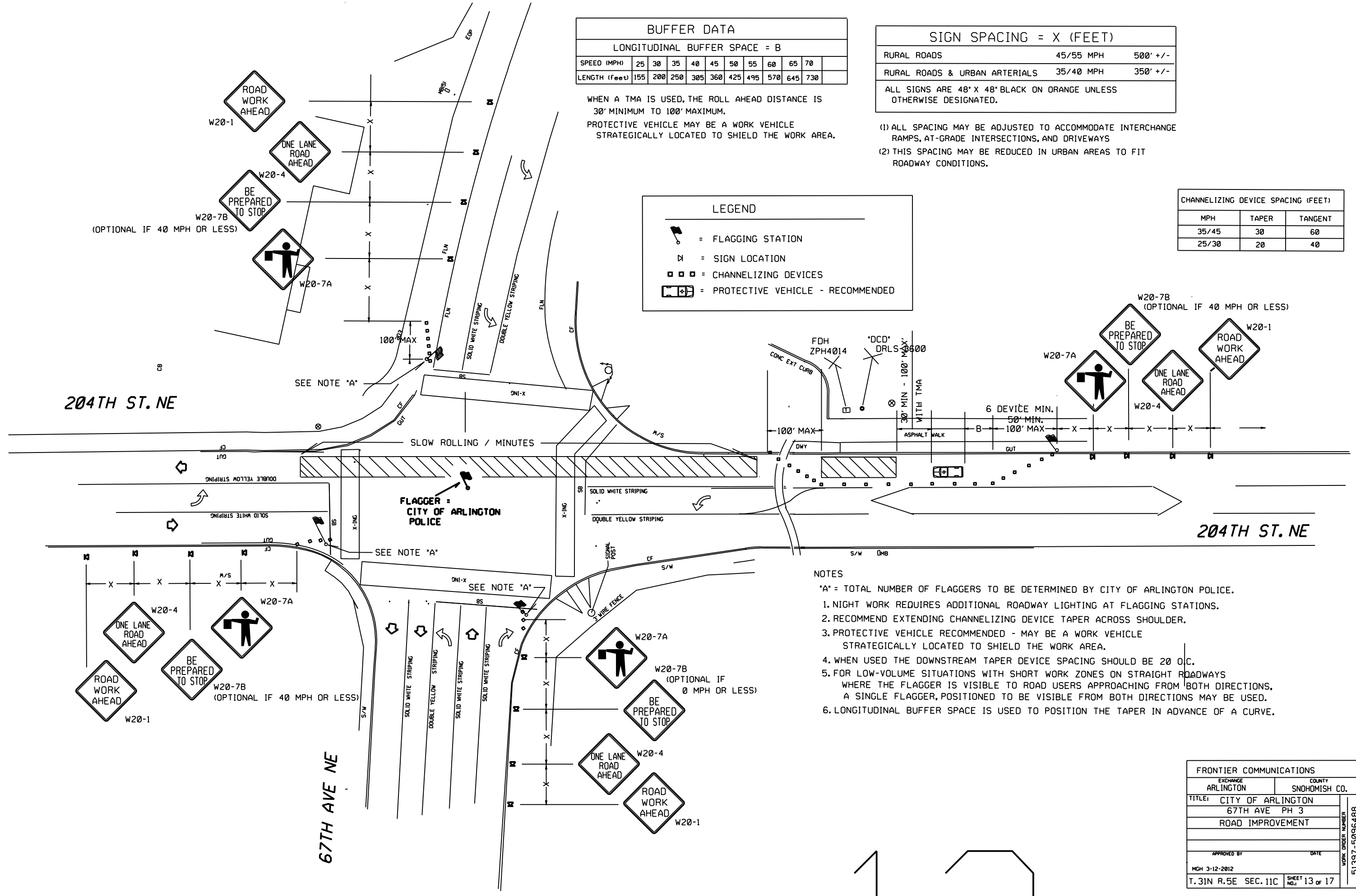
ALL SIGNS ARE 48" X 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS, AND DRIVEWAYS
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZING DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
35/45	30	60
25/30	20	40

LEGEND

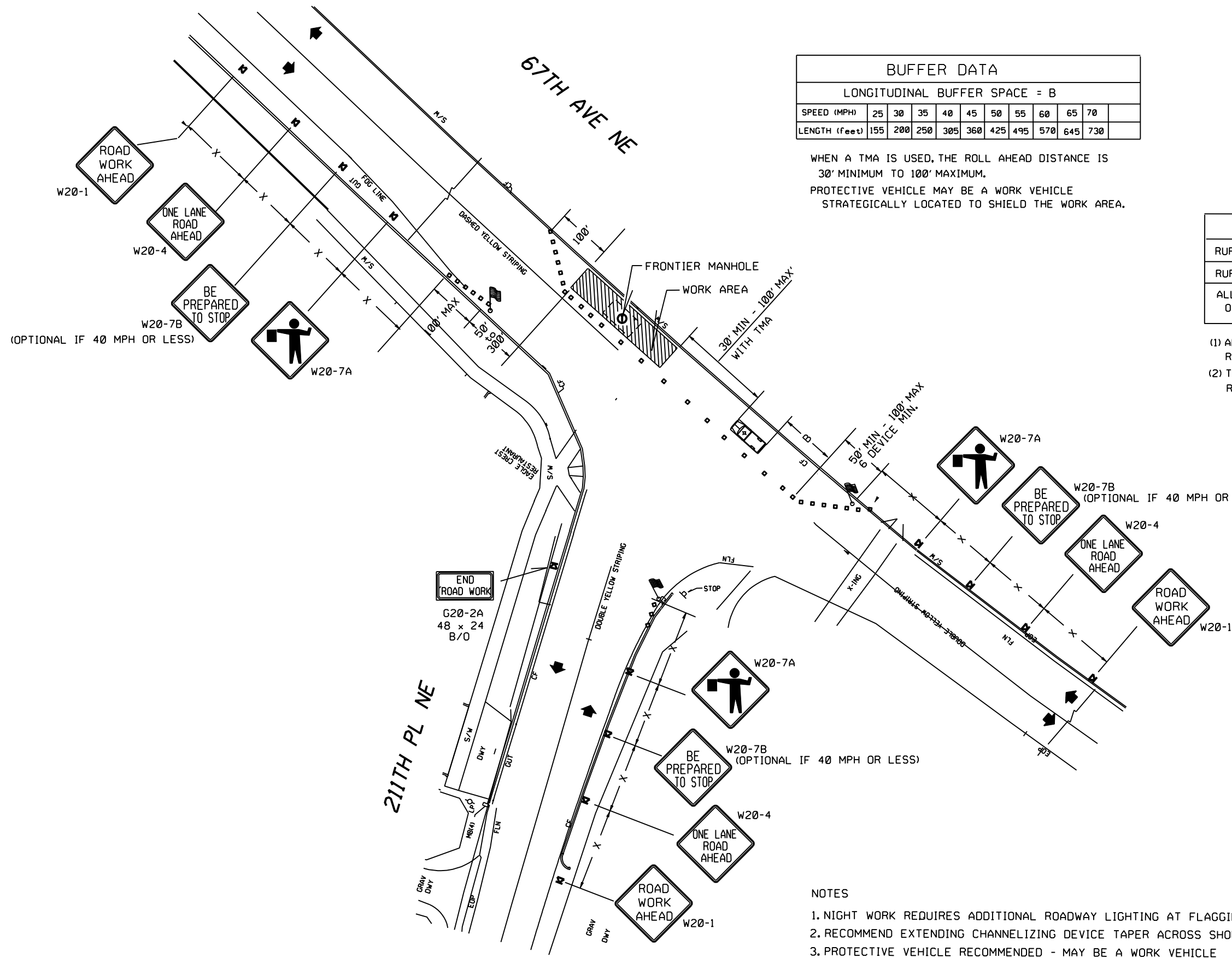
- = FLAGGING STATION
- = SIGN LOCATION
- = CHANNELIZING DEVICES
- = PROTECTIVE VEHICLE - RECOMMENDED



- NOTES**
- *A* = TOTAL NUMBER OF FLAGGERS TO BE DETERMINED BY CITY OF ARLINGTON POLICE.
 - 1. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS.
 - 2. RECOMMEND EXTENDING CHANNELIZING DEVICE TAPER ACROSS SHOULDER.
 - 3. PROTECTIVE VEHICLE RECOMMENDED - MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.
 - 4. WHEN USED THE DOWNSTREAM TAPER DEVICE SPACING SHOULD BE 20' O.C.
 - 5. FOR LOW-VOLUME SITUATIONS WITH SHORT WORK ZONES ON STRAIGHT ROADWAYS WHERE THE FLAGGER IS VISIBLE TO ROAD USERS APPROACHING FROM BOTH DIRECTIONS, A SINGLE FLAGGER, POSITIONED TO BE VISIBLE FROM BOTH DIRECTIONS MAY BE USED.
 - 6. LONGITUDINAL BUFFER SPACE IS USED TO POSITION THE TAPER IN ADVANCE OF A CURVE.

FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY	DATE
MGH 3-12-2012	
T. 31N R. 5E SEC. 11C	SHEET NO. 13 OF 17

WORK ORDER NUMBER
51397-5096488



BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

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RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350' +/-
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- (1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS
- (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZING DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
35/45	30	60
25/30	20	40

LEGEND

- = FLAGGING STATION
- = SIGN LOCATION
- = CHANNELIZING DEVICES
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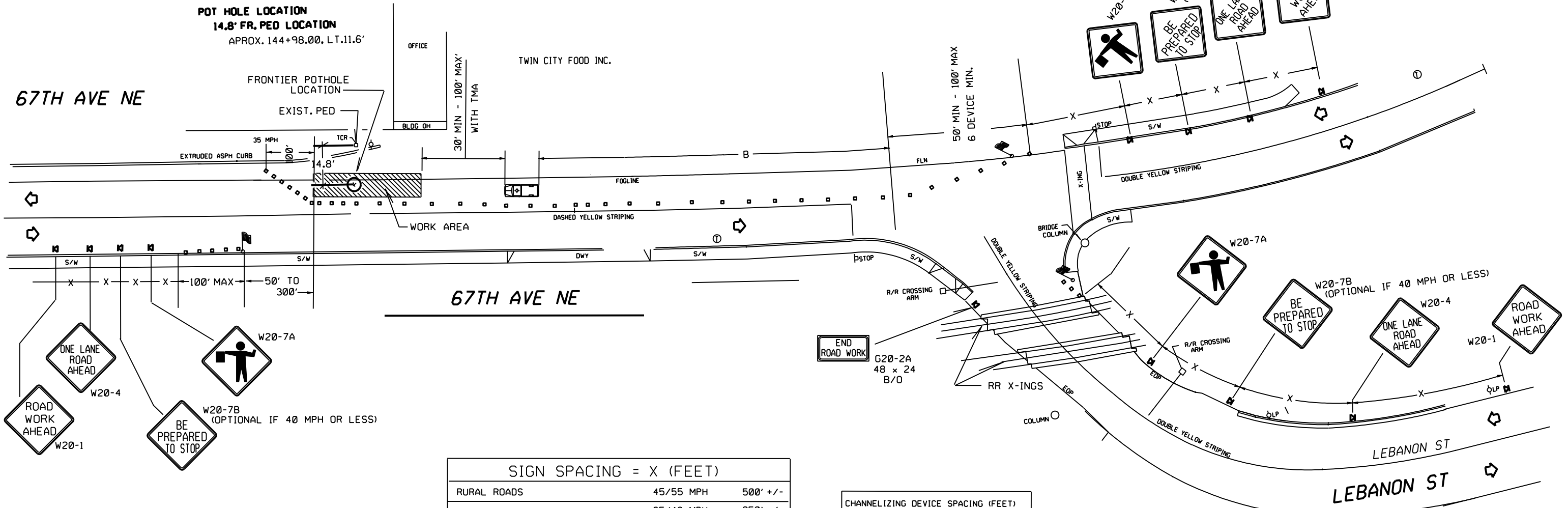
FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY:	DATE:
MGH 3-12-2012	
T. 31N R. 5E SEC. 11C	SHEET NO. 14 OF 17

51397-5096488

67TH AVE NE

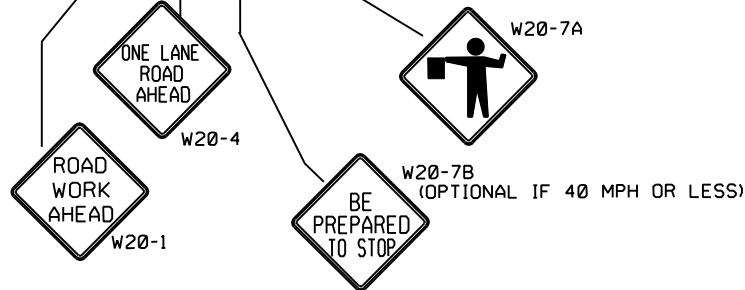
POT HOLE LOCATION
14.8' FR. PED LOCATION
APROX. 144+98.00, LT.11.6'

FRONTIER POT HOLE LOCATION
EXIST. PED



67TH AVE NE

LEBANON ST



SIGN SPACING = X (FEET)		
RURAL ROADS	45/55 MPH	500' +/-
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350' +/-
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25/30	20	40

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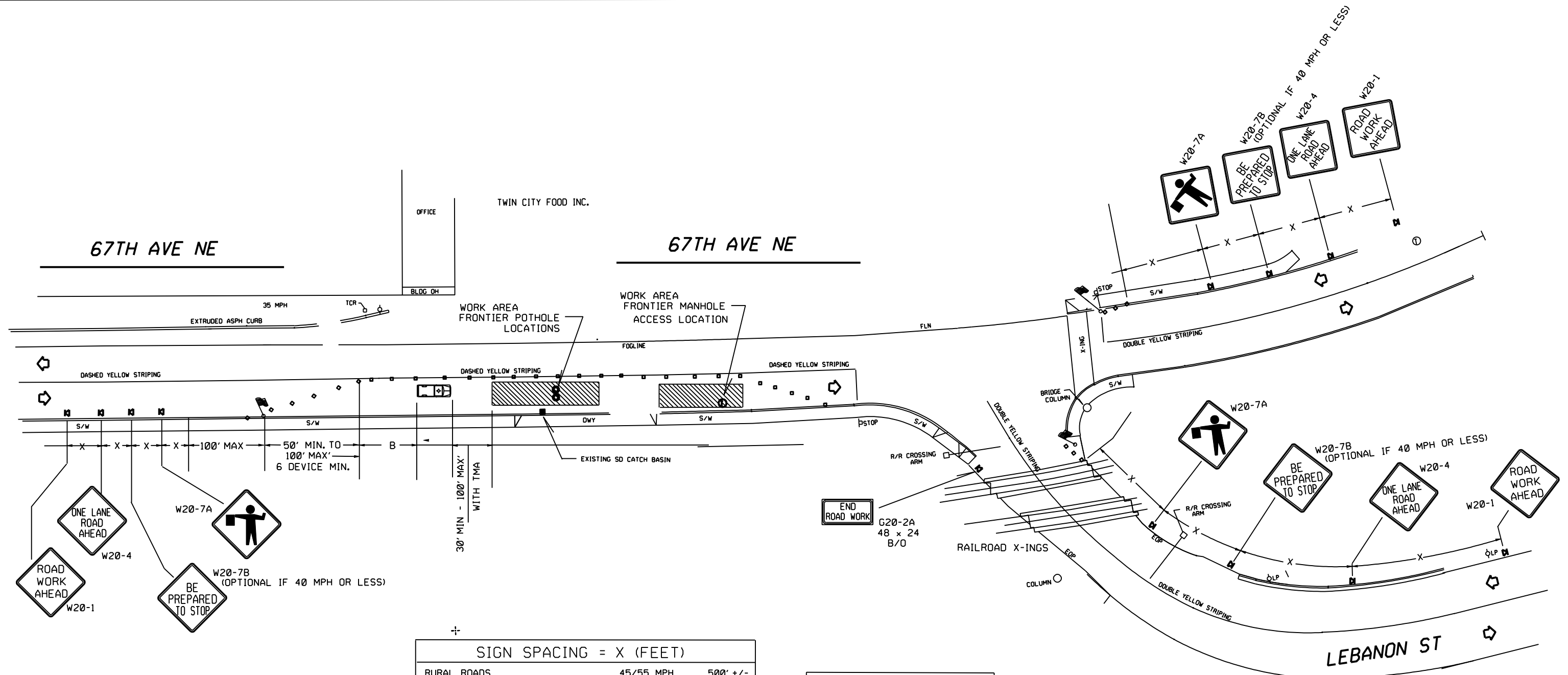
LEGEND	
	= FLAGGING STATION
	= SIGN LOCATION
	= CHANNELIZING DEVICES
	= PROTECTIVE VEHICLE - RECOMMENDED

BUFFER DATA										
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FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY:	DATE:
MGH 3-12-2012	
T.31N R.5E SEC. 11C	SHEET NO. 15 OF 17
WORK ORDER NUMBER 51397-5096488	



SIGN SPACING = X (FEET)

RURAL ROADS	45/55 MPH	500' +/-
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MPH	TAPER	TANGENT
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BUFFER DATA

LONGITUDINAL BUFFER SPACE = B

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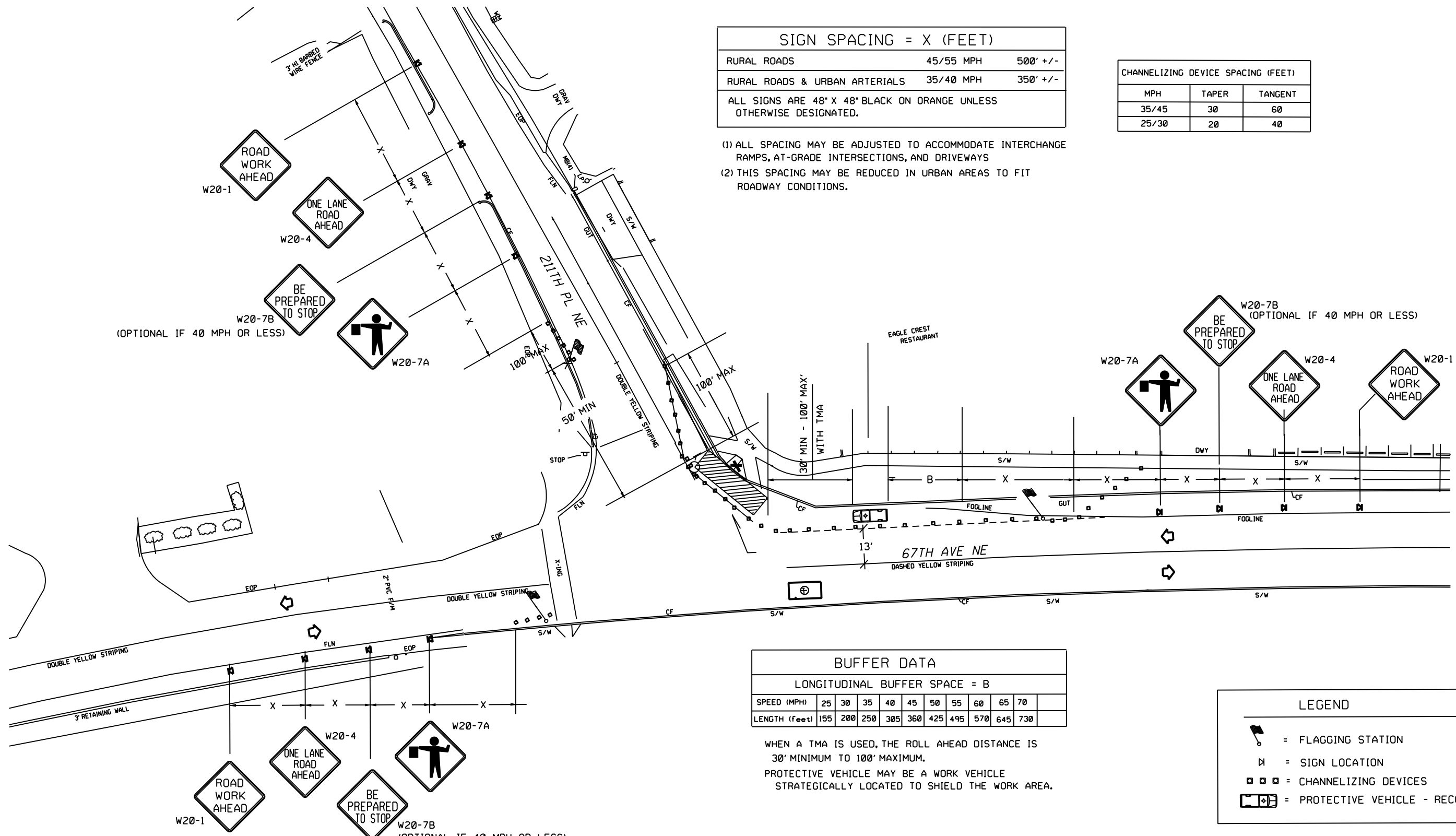
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FRONTIER COMMUNICATIONS

EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY MGH 3-12-2012	DATE
T.31N R.5E SEC. 11C	SHEET NO. 16 OF 17

WORK ORDER NUMBER
51397-5096488



SIGN SPACING = X (FEET)		
RURAL ROADS	45/55 MPH	500' +/-
RURAL ROADS & URBAN ARTERIALS	35/40 MPH	350' +/-
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FRONTIER COMMUNICATIONS	
EXCHANGE ARLINGTON	COUNTY SNOHOMISH CO.
TITLE: CITY OF ARLINGTON 67TH AVE PH 3 ROAD IMPROVEMENT	
APPROVED BY	DATE
MGH 3-12-2012	
T.31N R.5E SEC.11C	SHEET 17 OF 17

WORK ORDER NUMBER 51397-5096488

APPENDIX H
BNSF C&M AGREEMENT

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**GRADE CROSSING CONSTRUCTION AND MAINTENANCE
AGREEMENT**

BNSF File No.: 092097B
Mile Post 6.75
Line Segment 406
U.S. DOT Number 092097B
Arlington Spur (Bellingham Sub)

This Agreement ("**Agreement**"), is executed to be effective as of this 22 day of MAY, 2012 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the City of Arlington, a political subdivision of the State of WA ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Arlington, State of WA;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve and widen the existing Lebanon Street at-grade crossing, located at BNSF Line Segment 406 and Milepost 6.75, and designated by D.O.T. No. 092097B, by widening the roadway with a sidewalk across the BNSF right-of-way as indicated on the Exhibit A, attached

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment"); and

WHEREAS, the BNSF agrees to purchase and install, at AGENCY'S sole expense, the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

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 reconstruction and widening of the Lebanon Street by Agency and installation of a new crossing surfaces at U.S. D.O.T No. 092097B, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, 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.

ARTICLE II) RAILROAD OBLIGATIONS

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

1. In consideration of the faithful performance of the Agency's covenants contained herein, BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Crossing across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, attached hereto and incorporated herein, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- (b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;
- (c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

Prior to commencing any work on BNSF's property or right-of-way, Agency must pay BNSF the sum of thirteen thousand, one hundred sixty one and No/100 Dollars (\$13,161.00) as compensation for the Temporary Construction License. The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) twelve (12) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Crossing only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary

Construction License, to use the Crossing. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon receiving the payment from Agency described in the subsequent sentence and provided Agency is in compliance with the terms and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. Agency must pay BNSF the sum of twenty one thousand, eight hundred sixteen and No/100 Dollars (\$21,816.00) as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 8 of this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (e) Removal and disposal of the existing crossing surfaces from the Crossing;

(f) Installation of two 80-foot concrete crossing surfaces for the one track, complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks

(g) Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

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. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3. Agency must acquire all rights of way necessary for the construction of the Project.

4. Agency must make any and all arrangements 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.

5. 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) Design and Reconstruction/Construction of Lebanon Street;
- (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (c) Installation of advance warning signs in accordance with the MUTCD
- (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Provide suitable drainage, both temporary and permanent;
- (f) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.
- (g) Construct asphalt/concrete roadway surface on approaches to each track. Roadway surface will match elevation of the Main (and Siding) Track crossing surface(s) and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 5'-6"

(preferably 6'-0") from centerline of each track to provide for a minimum of 11'-0" (preferably 12'-0") opening for track and railroad crossing surface;

- (h) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

6. The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.

7. The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.

8. The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the 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.

9. The 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.

10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to execute the C documents. 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 "contractororientation.com"; notify BNSF when, pursuant to the requirements of exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

11. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor 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 contractor will be responsible for contacting BNSF's Engineering Representative, Dave Johnson at (206) 625-6189 and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor 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) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Dave Johnson at (206) 625-6189 to stop construction at no cost to the Agency or BNSF until these items are completed.

In addition to the liability terms contained elsewhere in this Agreement, the contractor 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 Contractor, 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 Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

- (c) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in

Article III; (ii) the provisions set forth in Article IV; and (iii) the provisions set forth in Exhibit C and Exhibit C-1, 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 a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 90 days 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.

15. Agency must advise the appropriate BNSF Manager 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 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.

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 approval prior to the commencement of any such changes or modifications.

2. The work hereunder must be done in accordance with the Exhibit A 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 (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 which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until 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:

Eric Scott
City of Arlington
238 North Olympic Ave
Arlington, WA 98223

5. Agency must supervise and inspect the operations of all Agency contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is 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 Eric Scott for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement.

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8. The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number and D.O.T. Crossing No. 092097B and must state the time that construction activities will begin.

9. In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:

- (a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Lebanon Street roadway.
- (b) Agency will maintain the elevation of the Lebanon Street roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail..
- (c) Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.

- (d) Agency will do nothing and permit nothing to be done in the maintenance of the Lebanon Street roadway, which will interfere with or endanger facilities of BNSF.
- (e) 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.
- (f) BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition, and the new crossing surfaces, from end-of-tie to end-of-tie.
- (g) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- (h) If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- (i) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
 - a) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
 - b) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, Agency must reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- (j) If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid

Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.

10. Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

11. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of WA and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice under this Agreement.

12. 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.

13. In the event construction of the Project does not commence within 2 years of the Effective Date, this Agreement will become null and void.

14. 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.

15. 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.

16. 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.

17. The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:

- a. Open hearth furnace.
- b. Basic oxygen.
- c. Electric furnace.
- d. Direct reduction.

2. Rolling, heat treating, and any other similar processing.

3. Fabrication of the products.

18. 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 Public Projects
2454 Occidental Ave S #2-D
Seattle, WA 98134

Agency:

City of Arlington
Eric Scott
238 North Olympic Ave
Arlington, WA 98223

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: 

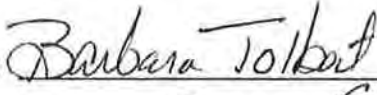
Printed Name: Megan T. McLaughry

Title: Manager Public Projects

WITNESS:

City of Arlington

WITNESS:

By: 

Printed Name: BARBARA TOLBERT

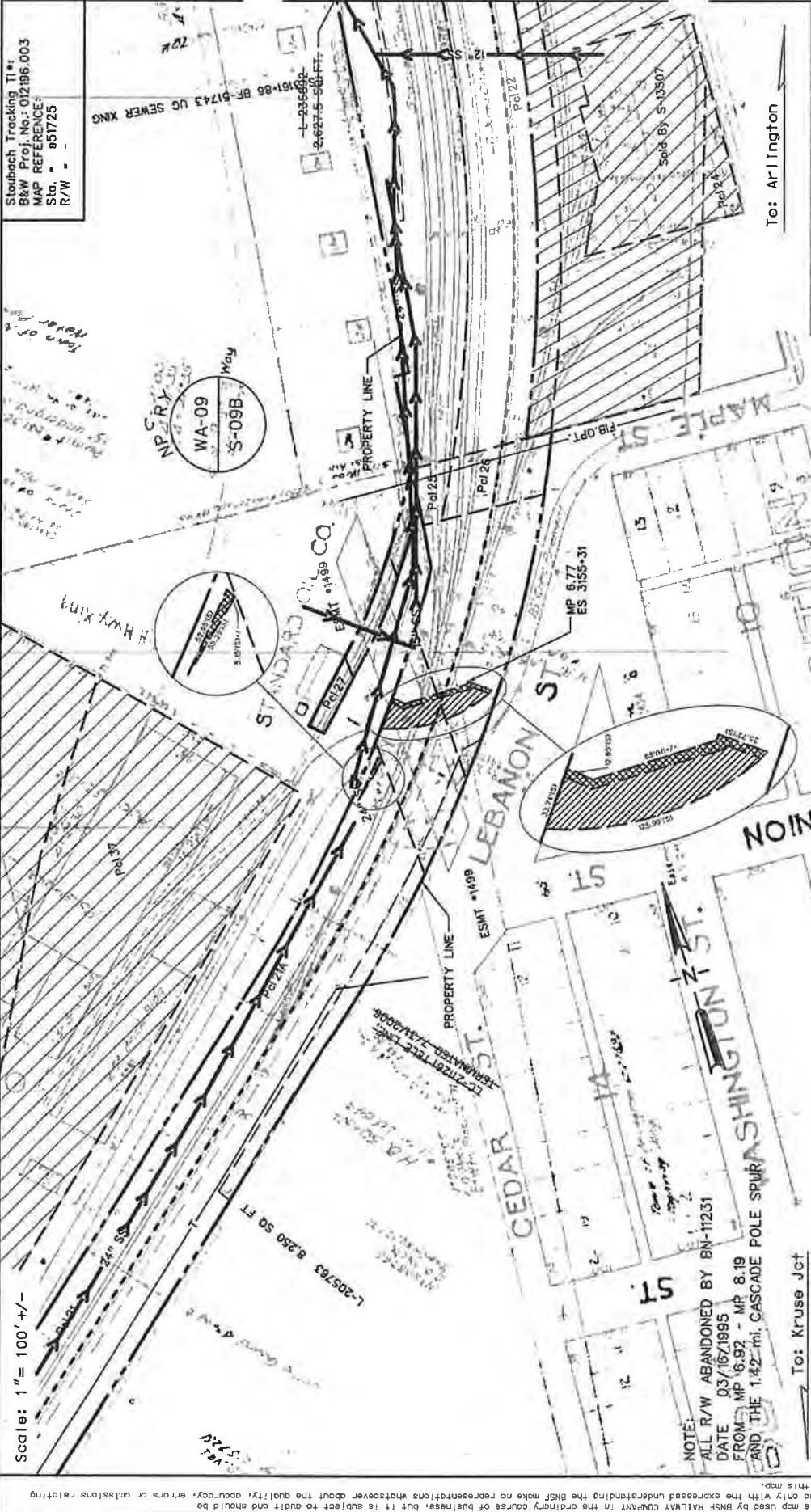
Title: Mayor

Exhibit A-1

[Insert cross-hatched drawing of the Temporary Construction License and Structure]

[BARTLETT AND WEST TO PREPARE EXHIBIT A]

EXHIBIT "A"



Stouback Tracking TI*
B&W Proj. No.: 012196.003
MAP REFERENCE:
S/A, - 851725
R/W -

To: Arlington

Northwest Division
Arlington Spur Subdivision
Val. Sec. 51050 - L.S. 0406-2
NP RY WA-09, Map S-09B
Sec. 11, T31N, R5E, WILLM
February 28, 2012
M.P. 6.77 DES

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

Legend:

- Permanent Easement Area
- Temporary Easement Area

To: City of Arlington
Arlington
Snohomish County
Washington

To: Kruse Jot

EXHIBIT "B"

EASEMENT AGREEMENT

FOR _____
(Overpass Agreement)

THIS EASEMENT AGREEMENT FOR _____ ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 20____ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), and _____, a _____ ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of _____, County of _____, State of _____, at Mile Post _____, [Project # _____], as described or depicted on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Premises**").

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

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

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

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

Section 1 Granting of Easement.

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

accordance with the terms of this Easement Agreement and the OVERPASS Agreement.

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

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

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all

commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. *[If this is a temporary easement replace the preceding sentence with the following:* The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is _____ after the Effective Date.]

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

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

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

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

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

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

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its

option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

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

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

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

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

Section 9 Surrender of Premises.

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

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

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

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

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

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the OVERPASS Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft.

Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. **[IF LEGAL DESCRIPTION IS NOT AVAILABLE USE THE FOLLOWING IN PLACE OF THE PRIOR SENTENCE: As of the Effective Date, a legal description of the Premises is not available. Grantee and Grantor shall work together in good faith to establish the legal description for the Premises. Once Grantor and Grantee have approved the legal description, Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B-1" (the "Memorandum of Easement").]** The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 **Miscellaneous.**

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

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

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

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

be possible and be legal, valid and enforceable.

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

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

14.7 The terms of the OVERPASS Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the OVERPASS Agreement is, for whatever reason, no longer in effect.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[Signature page follows]

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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

a

By: _____
Name: _____
Title: _____

EXHIBIT "C"
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 the Lebanon Street crossing.
- **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 C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Eric Scott, City of Arlington
238 N Olympic Ave
Arlington, WA 98223

360-403-3421
escott@arlingtonwa.gov

- **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 the City of Arlington at 360-403-3421 and Railway's Manager Public Projects, telephone number 206-625-6413 at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file # 092097B.
- **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.contractororientation.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 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' 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'-3 ½" 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 City of Arlington and must not be undertaken until approved in writing by the Railway, and until the City of Arlington 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 the City of Arlington 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.contractororientation.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.
- Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services on railroad property under this Agreement.

The background screening shall at a minimum meet the criteria defined by the e-

RAILSAFE program outlined at <http://www.e-railsafe.com> in addition to any other applicable regulatory requirements. The e-RAILSAFE program uses rail industry background screening standards.

Contractor shall obtain consent from all employees screened in compliance with the e-RAILSAFE program criteria to release completed background information to BNSF. Contractor shall be subject to periodic audit to ensure compliance.

Contractor shall not permit any of its employees, subcontractors or agents to perform services on property hereunder who are not approved under e-RAILSAFE program standards.

Railroad shall have the right to deny entry onto its premises 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 for the e-RAILSAFE program or who pose a threat, in Railroad's reasonable opinion, to the safety or security of Railroad's operations.

Contractors shall ensure its employees, subcontractors and agents are United States citizens or legally working in this country under a work VISA.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 509-531-6305) 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 the **(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 2 freight trains per 24-hour period at a timetable speed 25 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 Railroad'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.contractororientation.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 Railroad'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 RAILROAD'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 (David Johnson 206-625-6189)**. 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

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

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
(if non-Railway location)
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
? First Aid Only
? Required Medical Treatment
? Other Medical Treatment

13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

**FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX**

EXHIBIT "C-1"

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

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: 092097B

Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 20__, with _____ for the performance of certain work in connection with the following project: City of Arlington Lebanon Street crossing. Performance of such work will necessarily require contractor to enter **BNSF RAILWAY COMPANY** ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the City of Arlington (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 Contract, has agreed and does hereby agree with Railway as follows:

Section 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. **This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of Railway or its contractors, agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence or other acts or omissions of (a) Railway, its contractors, agents or employees and (b) Contractor, its subcontractors, agents or employees, this provision shall**

be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, agents or employees.

It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.

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 Railroad to the fullest extent permitted by applicable law.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract 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.

Section 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 \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 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 to obligations under this Agreement may be included on the policy with regard to the work being performed.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 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 or 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 covering all employees performing work hereunder including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the services are 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**.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 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.
- 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, Contractor 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 contract. 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.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract 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.

Section 5. 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. Damages for train delay are currently \$382.20 per hour per incident. **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 six 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.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

Contractor

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Title: _____

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

Name: _____

Manager Public Projects

Accepted and effective this ___ day of 20__.

BNSF RAILWAY COMPANY
 FHPM ESTIMATE FOR
 CITY OF ARLINGTON WA

LOCATION ARLINGTON

DETAILS OF ESTIMATE

PLAN ITEM: PTR092097B10

VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP FLAGGING NWN DIV BELLINGHAM SUB LS 406 MP 6.754 DOT# 092097B - LEBANAN ST, ARLINGTON, WA

DESCRIPTION OF PROJECT AS PROVIDED BY PROJECT ENGINEER: FLAGGING FOR CROSSING AND ADJACENT ROAD CONSTRUCTION

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO: 100% TO CITY OF ARLINGTON, WA

RFA REQUESTED BY: DAVE JOHNSON 4/9/12
 AFE REQUESTED BY:

MAINTAIN PROPRIETARY CONFIDENTIALITY

THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS.
 THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
FLAGGING - OTHER R.O.W.- CAP	300.0 MH	7,046	
PAYROLL ASSOCIATED COSTS		4,263	
DA OVERHEADS		6,788	
EQUIPMENT EXPENSES		2,330	
INSURANCE EXPENSES		1,109	
TOTAL LABOR COST		21,536	21,536
***** MATERIAL *****			
TOTAL MATERIAL COST		0	0
***** OTHER *****			
TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			21,536
CONTINGENCIES			2,153
BILL PREPARATION FEE			237
GROSS PROJECT COST			23,926
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			23,926

PROJECT SUBTOTAL	86,728
CONTINGENCIES	8,503
BILL PREPARATION FEE	953
GROSS PROJECT COST	96,184
LESS COST PAID BY BNSF	0
TOTAL BILLABLE COST	96,184

BNSF RAILWAY COMPANY
 FHPM ESTIMATE FOR
 CITY OF ARLINGTON

LOCATION ARLINGTON

DETAILS OF ESTIMATE

PLAN ITEM: P1R092097B3

VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

BUY AMERICA PIP XING REHAB NWN DIV ARLINGTON SUB LS 406 MP 6.754 - LEBANON TRAIL XING 092097B - 100% DILLABLE TO CITY OF ARLINGTON

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO: CITY OF ARLINGTON, ERIC SCOTT, 238 N OLYMPIC AVE, ARLINGTON, WA 98223, 360-403-3512

RFA REQUESTED BY: BEN STEINKAMP ON 10/18/11.
 AFE REQUESTED BY:

MAINTAIN PROPRIETARY CONFIDENTIALITY
 THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

PLACE FIELD WELDS - CAP	128.0 MH	3,070	
REPLACE PUBLIC CROSSING - TOTAL REHAB	160.0 MH	3,416	
SIGNAL FIELD LABOR - CAP	16.0 MH	421	
SURFACE TRACK - REPLACEMENT - CAP	24.0 MH	582	
UNLOAD BALLAST - REPLACEMENT - CAP	8.0 MH	182	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	40.0 MH	854	
WORK TRAIN - BALLAST - REPLACEMENT - CAP	36.0 MH	1,750	
PAYROLL ASSOCIATED COSTS		7,228	
DA OVERHEADS		9,779	
EQUIPMENT EXPENSES		5,013	
INSURANCE EXPENSES		1,614	
TOTAL LABOR COST		33,909	33,909

MATERIAL			

BALLAST-SPRAGUE	140.0 NT **	770	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	3.0 EA **	17,151	
RAIL, TRANSN, LH, 25 FT, 136-1/4 WORN 115	2.0 EA	2,546	
RAIL, TRANSN, LH, 25 FT, 136-1/4 WORN 115	2.0 EA	2,546	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	280.0 EA	630	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	16.0 KT	1,112	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	80.0 FT	13,280	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0 ST	257	
115/110 COMPROMISE JOINTS	4.0 EA	1,332	
SIGNAL MATERIAL	2.0 DAY	350	
MATERIAL HANDLING		1,994	
ONLINE TRANSPORTATION		2,170	
USE TAX		3,690	
OFFLINE TRANSPORTATION		491	
TOTAL MATERIAL COST		48,319	48,319

OTHER			

LEASED EQUIPMENT W/OUT OPERATOR	3.0 DAY	4,500	
TOTAL OTHER ITEMS COST		4,500	4,500







PROJECT SUBTOTAL	86,728
CONTINGENCIES	8,503
BILL PREPARATION FEE	953
	<hr/>
GROSS PROJECT COST	96,184
LESS COST PAID BY BNSF	0
	<hr/>
TOTAL BILLABLE COST	96,184

APPENDIX I
DETOUR PLAN

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City of Arlington

67th Ave Construction Detours

- Legend**
-  SR 530 Detour
 -  SR 9 Detour
 -  67th Construction Zone
 -  State Routes
 -  Streets
 -  City of Arlington



Scale: 1 inch = 1,100 feet

Date: 10/29/2012

Cartographer: kdh

File: 67thDetour8.5x11_12.mxd

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