



Contract Number: BF-20539164

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF-20539164
Mile Post: 679.990
Line Segment: 1046
U.S. DOT Number: 672123R
Madill Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of the date last signed ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**") and **TOWN OF PROSPER, TEXAS**, a political subdivision of the State of Texas ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the Town of Prosper and Collin County, State of Texas;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to modify the FIRST STREET at-grade crossing, located at BNSF Line Segment 1046 and Milepost 679.990 and designated by D.O.T. No. 672123R, by reconstructing and widening the roadway approaches, constructing new center medians and sidewalks, and installing railroad crossing signals and activation equipment within the existing roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Agency also desire BNSF to install new crossing surfaces at FIRST STREET with new concrete and rubber crossing surfaces;

WHEREAS, the Agency is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at FIRST STREET.

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



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

ARTICLE I – SCOPE OF WORK

- 1) The term "**Project**" as used herein includes any and all work related to the construction of concrete curbing, concrete medians, concrete/asphalt pavement, proposed sidewalks and pavement markings on the roadway approaches by the Agency and installation of crossing signals/activation equipment/new crossing surfaces by BNSF at U.S. D.O.T No. 672123R, (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 preparation.

ARTICLE II – RAILROAD OBLIGATIONS

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

- 1) BNSF hereby grants to Agency, their 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 enter upon and use the portion of BNSF's right-of-way as is necessary to reconstruct and widen and thereafter maintain, the Crossing as described further on Exhibit A, 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.



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

- 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 B 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 B. 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 B 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. Provide and place asphalt beneath the track(s) to provide further sub-grade stability prior to BNSF installing new concrete crossing surfaces;



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- F.** Installation of two 80-foot and two 16-foot concrete crossing surfaces for the roadway and proposed sidewalks on the two tracks complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks;
- G.** Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;
- H.** 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 B. 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%



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per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III – AGENCY OBLIGATIONS

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

- 1)** Agency must furnish to BNSF plans and specifications for the Project. 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.
- 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, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
- 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 Construction of FIRST 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;



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- 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 the track. Roadway surface will match elevation of the railroad track crossing surface(s) and remain level to a point at least nine (9) feet from centerline of track;
 - H. Construct concrete shoulder curbing. Concrete curbing must terminate 10 feet minimum and 12 feet maximum from centerline of the railroad track and provide a 16-foot minimum curb-cut in the southeast corner for the proposed 12-foot wide railroad access driveway to the Railroad Crossing Control Signal House, located 25 feet from nearest rail on track, as shown on Exhibit A;
 - I. Construct concrete sidewalk surface on approaches to the track. Sidewalk concrete pavement must terminate 6 feet minimum from centerline of the railroad track. An asphalt expansion joint, 1-foot minimum width, must be placed between the end of sidewalk pavement and the edge of railroad concrete crossing panel. Sidewalk surface will match elevation of the railroad track crossing surface(s) and remain level to a point at least 17 feet from centerline of track. Detectable Warnings must be installed on each sidewalk approach to the crossing, must extend across the full width of the sidewalk, provide a 2-foot minimum depth, and be located 12 feet minimum from the outside rail in the track.
 - J. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 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.



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- 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 comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFcontractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 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 Roadmaster (Peter Kobilansky, mobile # 575-309-1181 and Peter.Kobilansky@bnsf.com) and BNSF's Signal Supervisor (Andy Bass, mobile # 817-881-3609 and Andy.Bass@bnsf.com) and 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



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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 to stop construction at no cost to the Agency or BNSF until these items are completed.
 - 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.
 - D. 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 GROSS NEGLIGENCE OF BNSF.**
- 13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.
- 14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:



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- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
 - B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
 - C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
 - D. 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**



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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 CROSSING 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.

ARTICLE IV – JOINT OBLIGATIONS

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

- 1)** All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party



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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 of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
 - A. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work



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on the Project, BNSF agrees to immediately notify the following individual in writing:

Mario Canizares
Town Manager
250 W. First Street
Prosper, TX 75078
Email: MCanizares@prospertx.gov

- 4) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Mario Canizares for appropriate corrective action.
- 5) 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 (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 6) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 7) 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: BF-20539164 and D.O.T. Crossing No. 672123R and must state the time that construction activities will begin.



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- 8) 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 FIRST STREET roadway and sidewalks.
 - B. Agency will maintain the elevation of the FIRST STREET roadway and sidewalk approaches to match the elevation on the railroad track crossing surfaces.
 - 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 FIRST STREET roadway and sidewalks, 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.
 - 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 installed hereunder, the costs for such



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rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

- I. 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.
- 9) 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.
- 10) 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 Texas and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.
- 11) 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.
- 12) In the event construction of the Project does not commence within two (2) years of the Effective Date, this Agreement will become null and void.
- 13) 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.



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- 14)** 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.
- 15)** 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.
- 16)** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects
 4200 Deen Road
 Fort Worth, TX 76106-3099

Agency: Town Manager
 250 W. First Street
 Prosper, TX 75078

SIGNATURE PAGE FOLLOWS



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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.

AGENCY

TOWN OF PROSPER, TEXAS

By: _____

Name & Title: Mario Canizares, Town Manager

ATTEST:

By: _____

Name & Title: _____

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(Agency signature page)



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BNSF

BNSF RAILWAY COMPANY

By: _____

Printed Name: Craig Rasmussen

Title: AVP Engineering Services & Structures

Accepted and effective: _____

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(BNSF signature page)

TOWN OF PROSPER, TEXAS

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David F. Bristol

MAYOR PRO-TEM

Jeff Hodges

COUNCIL MEMBERS

Marcus E. Ray

Craig Andres

Amy Bartley

Chris Kern

Charles Cotten

TOWN MANAGER

Mario Canizares

DIRECTOR OF ENGINEERING
SERVICES

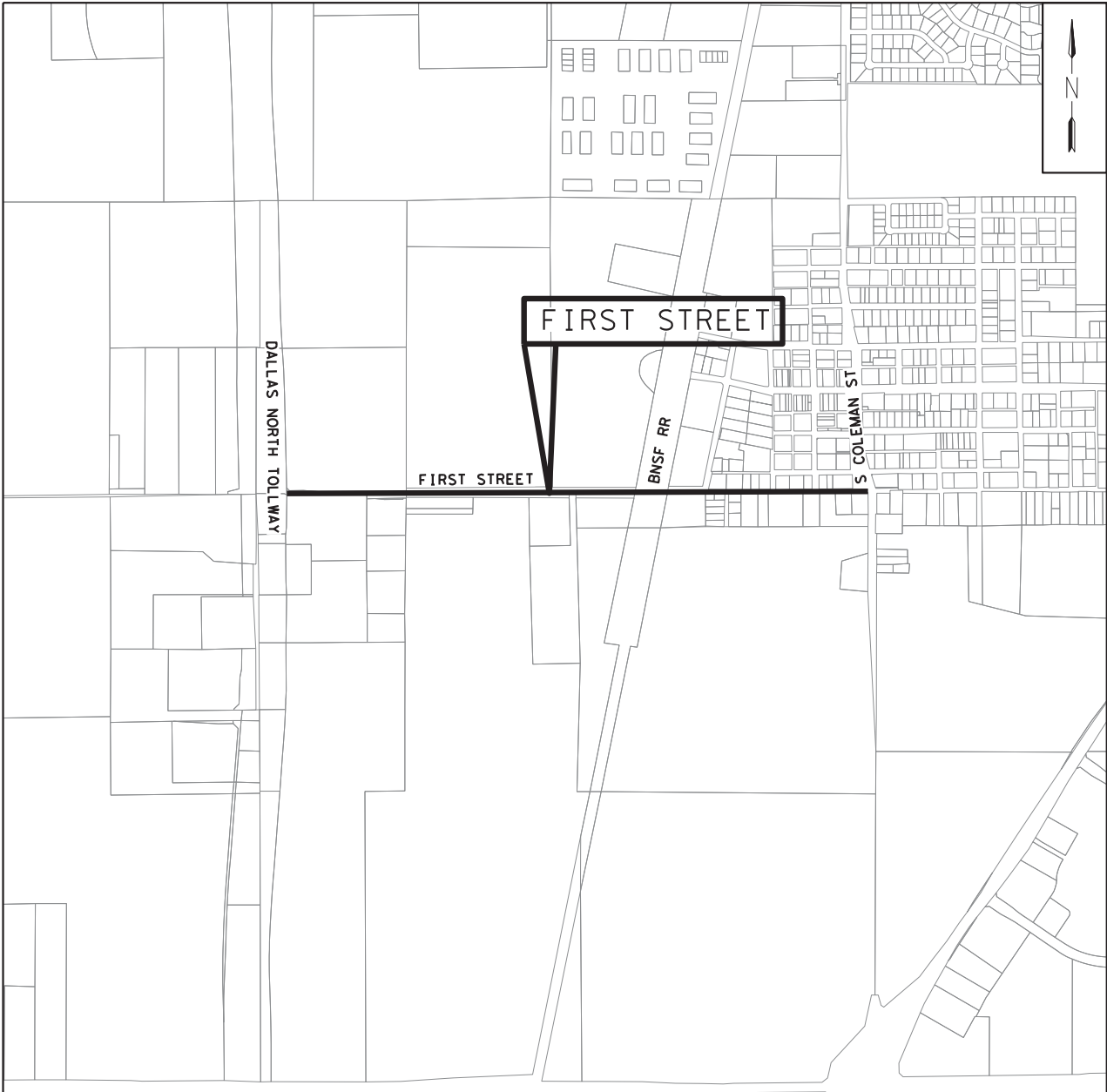
Hulon Webb Jr., P.E.

ASSISTANT DIRECTOR OF
ENGINEERING SERVICES -
CAPITAL PROJECTS

Pete Anaya, P.E.

ROADWAY CONSTRUCTION PROJECT FIRST STREET RECONSTRUCTION DNT TO COLEMAN AT BNSF RAILROAD RIGHT - OF - WAY EXHIBIT A

CCIP No. 1512-ST CSP No. XXX-XX-XX



VICINITY MAP

NTS

SHEET INDEX

SHT NO.	SHEET DESCRIPTION
1	COVER SHEET
2	PROJECT LAYOUT AND PROPOSED SIGNALS
3	RAILROAD SIGNAL GENERAL NOTES
4	TYPICAL SECTIONS
5	REMOVAL PLAN
6 - 7	PLAN AND PROFILE
8 - 13	RETAINING WALL LAYOUT AND DETAIL
14 - 15	STORM DRAIN PLAN & PROFILE
16 - 17	WATERLINE PLAN AND PROFILE
18	SIGNING AND PAVEMENT MARKING LAYOUT
19	EROSION CONTROL PLAN
20	PANELING DETAILS
21	PANELING GENERAL NOTES
22 - 23	RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS
24 - 33	TRAFFIC CONTROL PLAN
34	RAILROAD SCOPE OF WORK
35	RCD (1)-16
36	RCD (2)-16

RAILROAD: BNSF RAILWAY
SUBDIVISION: XXXX
DOT#: 672123R
RR MP: 679.84
TRAINS PER DAY: XX
SWITCHING: XX
TRAIN SPEED: XX MPH

Prepared By:

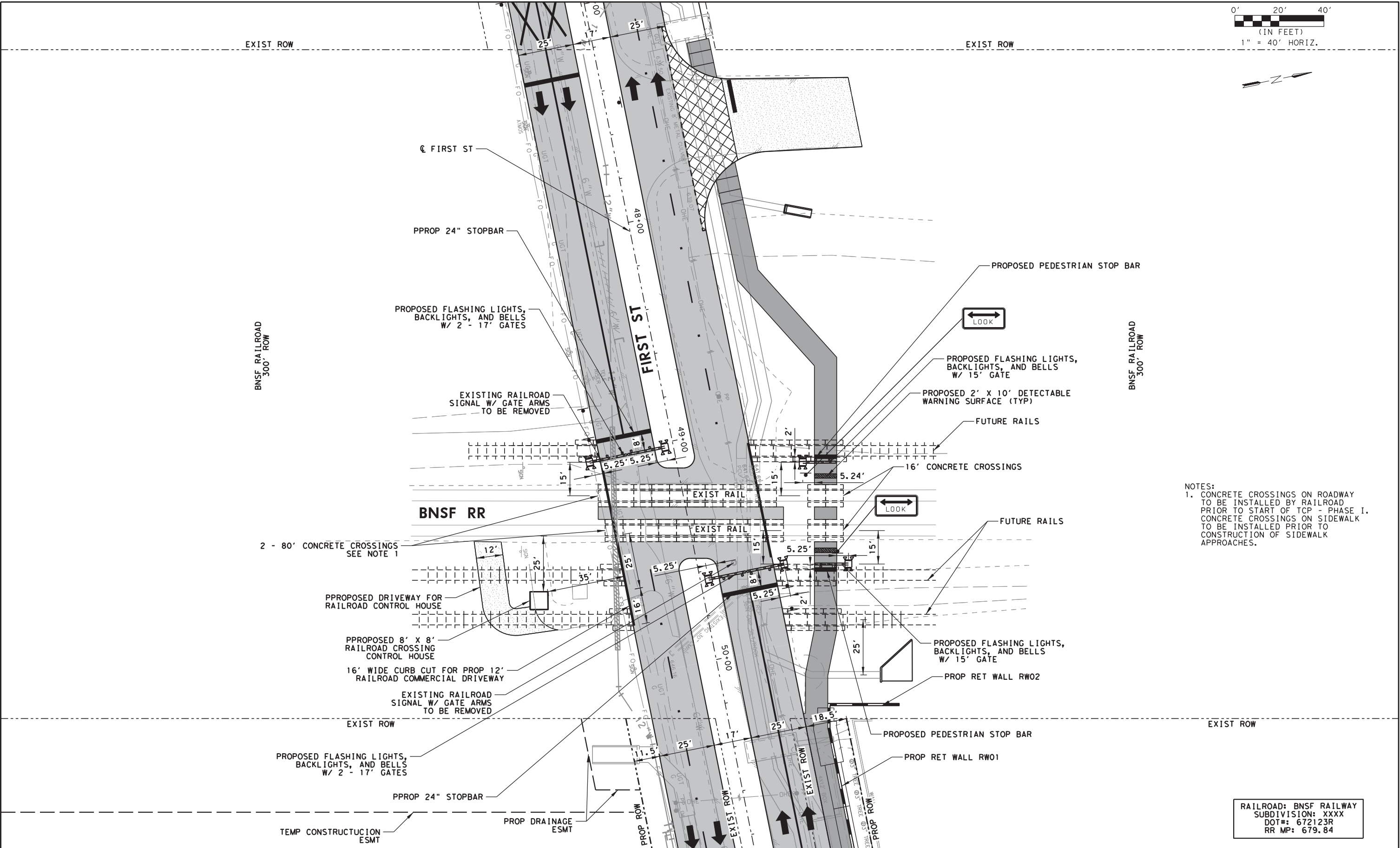


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2/23/2024 9:43:46 AM
WORKSPACE:TXDOT_2016
\\garverinc.local\data\Projects\2020\201746004 - Prosper First Street Reconstruction\Drawings\BNSF Ex Adgns\FS_BNSF_LAYOUT_101.dgn
REVISED DATE:



NOTES:
1. CONCRETE CROSSINGS ON ROADWAY TO BE INSTALLED BY RAILROAD PRIOR TO START OF TCP - PHASE I. CONCRETE CROSSINGS ON SIDEWALK TO BE INSTALLED PRIOR TO CONSTRUCTION OF SIDEWALK APPROACHES.

RAILROAD: BNSF RAILWAY
SUBDIVISION: XXXX
DOT#: 672123R
RR MP: 679.84

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FIRST STREET RECONSTRUCTION		SHEET 1 OF 1
RAILROAD EXHIBIT A BNSF GRADE CROSSING PROJECT LAYOUT AND PROPOSED SIGNALS		SHEET NO. 2
TOWN OF PROSPER, TEXAS		

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WORKSPACE:TXDOT_2016
lgarver\c:\localdata\Projects\2020\20146004 - Prosper First Street Reconstruction\Drawings\BNSF Ex Adgns\F_S_BNSF_GN_101_SIGNAL(SHEET 2).dgn
REVISED DATE:

GENERAL NOTES FOR BNSF CROSSING

- Signal circuits are designed to give 20 seconds minimum warning time, plus 1 second clearance time, plus 5 seconds buffer time, plus 5 seconds equipment response time, plus 23 seconds of advance traffic signal preemption for a total of 54 seconds approach time, prior to the arrival of the fastest train at this crossing. Refer to signal circuit layout for total approach time.
- Constant warning circuits are to be used at this location.
- Roadway operating speed is 45 mph. All signage and pavement marking installed for crossing shall be placed with the appropriate spacing in accordance with operating speed of road.
- Crossing shall be installed with quiet zone supplementary safety measures.
 - Gate arms to fully span all lanes
 - Non-transversable curbs to extend minimum of 100' from stop line.

WORK PERFORMED BY RAILROAD FORCES

- Conduit, fill dirt, and crushed cover rock to be furnished in place by the railroad company or its contractor at the Town of Prosper Expense.
- The railroad company or its contractor will remove the existing flashing lights and gates and dispose of the foundations.
- The railroad company or its contractor shall furnish, install, and maintain sign mounting brackets for the report sign (R15-4) at the Town of Propser expense.
- The railroad company or its contractor shall erect and maintain such barricades and warning signs or use such precautions as might be necessary in the opinion of the engineer to insure and safeguard the normal use of the roadway during the installation of the project. Association of American Railroads Signal section specifications shall govern this project.
- Complete Flashing Lights with gate assemblies and new bells.
- 2" lamp housing shall be used and equipped with LED's (light emitting diodes) light's, operated at not less than 8.5 volts under normal operating conditions.

QUIET ZONE SUPPLEMENTARY SAFETY MEASURES

- All approach and exit lanes must be covered by gates in a four-quadrant system
- Horizontal distance between two gate ends must not be more than two (2) feet.
- Horizontal distance between a gate and a raised median or channelization device or curb must not be more than one (1) foot.
- Medians or channelization devices must extend at least 100 feet from gate arm or if there is an intersection within 100 feet of the gate, the median or channelization device must extend at least 60 feet from the gate arm.
- Non-transversable curbs must be a minimum of 6 inches in height and only used when the roadway speed limit is 40 mph or less.
- Any streets, alleys, or commercial driveways within 60 feet of at-grade crossing parallel with rail) must be closed if medians or channelization devices are proposed.
- Non-transversable curb must extend back 100 feet from the gate if only one gate is used on a one-way street.

WORK PERFORMED BY CONTRACTOR

- The Town of Prosper or its contractor will furnish and install or replace the appropriate pavement markings as outlined on the attached layout and standard sheet and in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices.
- The Town of Prosper or its contractor will furnish and install or replace the following signs in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices(TMUTCD) and the Standard Highway Sign Design Manual for Texas (SHSD): 2EA. W10-1, 2EA. R15-4, 2EA. R8-8.
- The Town of Prosper agrees to maintain the pavement markings and advance warning signs placed along the roadways under their jurisdiction in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices and as shown in the layout and standard sheets as acknowledged on the title sheet.
- The Town of Prosper agrees to trim and maintain trees and vegetation for adequate visibility of the crossing signals and advance warning signs as acknowledged on the title sheet.
- The Town of Prosper or its contractor agrees to maintain drainage pipe as shown on the layout and as acknowledged on the title sheet.
- Traffic control to be provided by the Town of Prosper.

RAILROAD: BNSF RAILWAY
SUBDIVISION: XXXX
DOT#: 672123R
RR MP: 679.84

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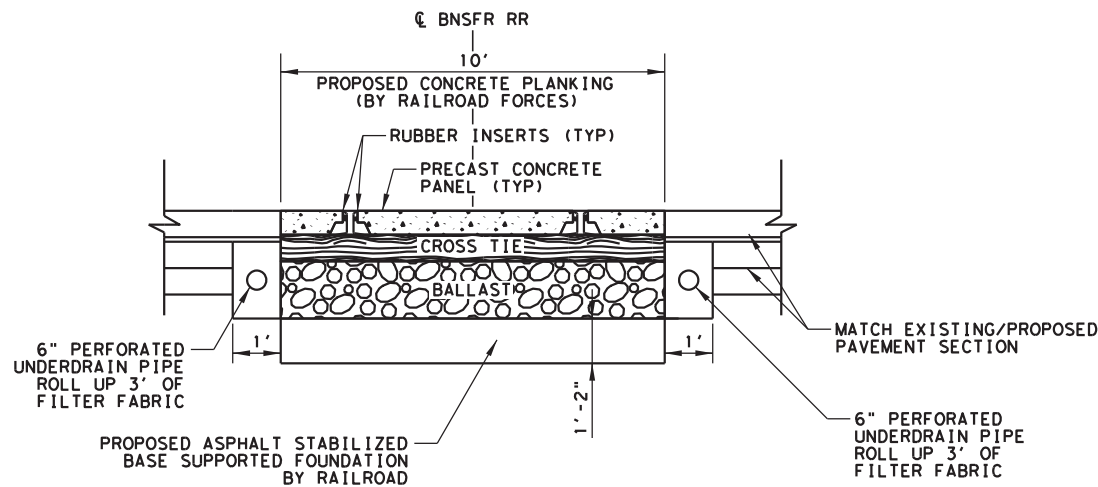
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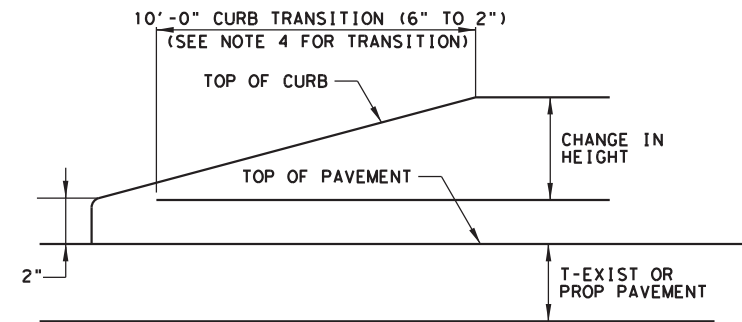


FIRST STREET RECONSTRUCTION	SHEET 1 OF 1
RAILROAD EXHIBIT A BNSF SIGNAL GENERAL NOTES	SHEET NO.
TOWN OF PROSPER, TEXAS	3



TYPICAL SECTION AT PROPOSED RAILROAD CROSSING

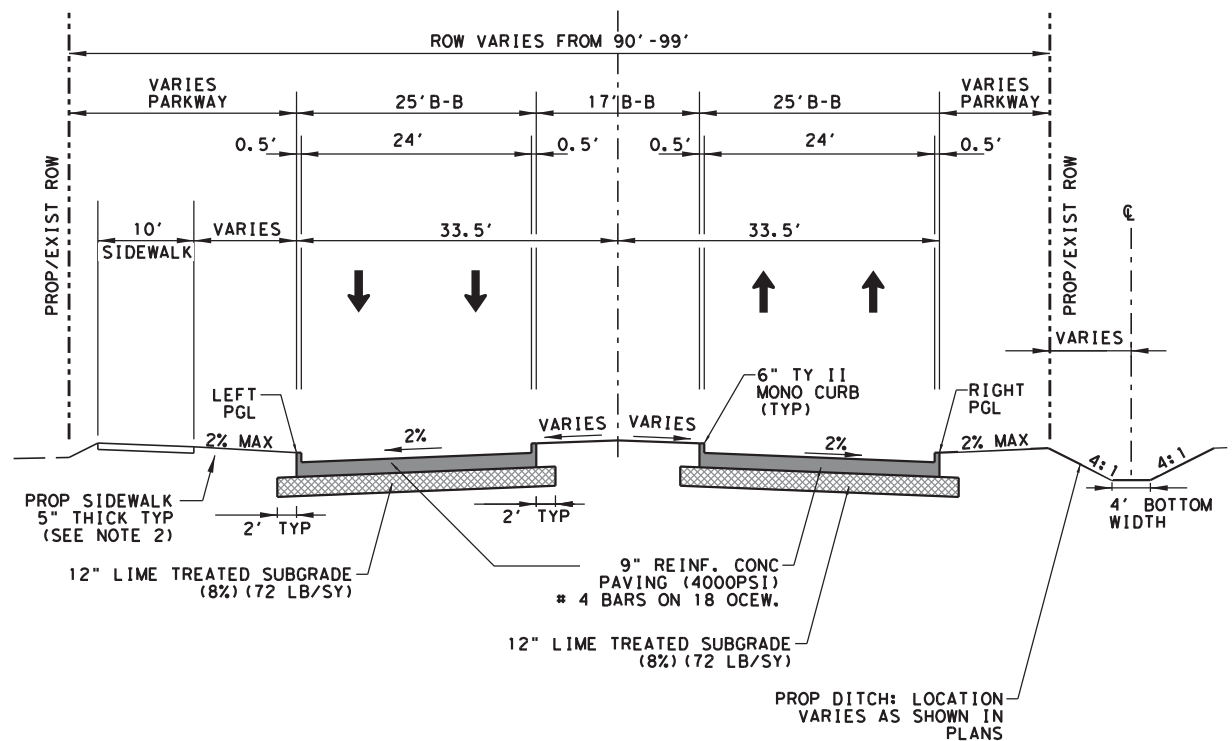
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CURB TRANSITION

NOTE: TO BE PAID FOR AS HIGHEST CURB.
NTS

- NOTE:
- PAVEMENT AND SUBGRADE STANDARDS ARE PER TOWN OF PROSPER DESIGN REQUIREMENT, SECTION 5.
 - BLOCK SOD SHALL BE PLACED BETWEEN THE BACK OF CURB OUT TO EXIST/PROP ROW. ANY DISTURBED SOIL BEYOND THE ROW WILL BE HYDROMULCHED OR BLOCK SODDED. REFER TO EROSION CONTROL PLAN FOR ADDITIONAL INFORMATION. FOUR (4) INCHES OF TOPSOIL SHALL BE PLACED BELOW ALL BLOCK SOD. ALL SODDED AREAS MUST BE FREE FROM ROCKS 2" OR LARGER. CONTRACTOR IS RESPONSIBLE FOR MOWING AND WATERING UNTIL ESTABLISHED. NO SEPARATE PAY FOR TOPSOIL, WATERING, OR MOWING.
 - CONTRACTOR SHALL REFER TO GEOTECH REPORT NUMBER 0615-2189 (DATED AUG. 2015) BY LANDTEC ENGINEERS AND GEOTECH REPORT NUMBER 19-8074 (DATED FEB. 2021) BY ECS SOUTHWEST FOR BORING INFORMATION. PER GEOTECH RECOMMENDATION, REFER TO NOTE 1 ABOVE FOR PAVEMENT AND SUBGRADE INFORMATION.
 - FIELD CONDITIONS MAY REQUIRE A LONGER OR SHORTER CURB TRANSITION AND SHALL BE SHOWN ELSEWHERE IN THE PLANS, OR AS DIRECTED BY THE ENGINEER.



PROP FIRST STREET THROUGH LANES

NTS

RAILROAD: BNSF RAILWAY
SUBDIVISION: XXXX
DOT#: 672123R
RR MP: 679.84

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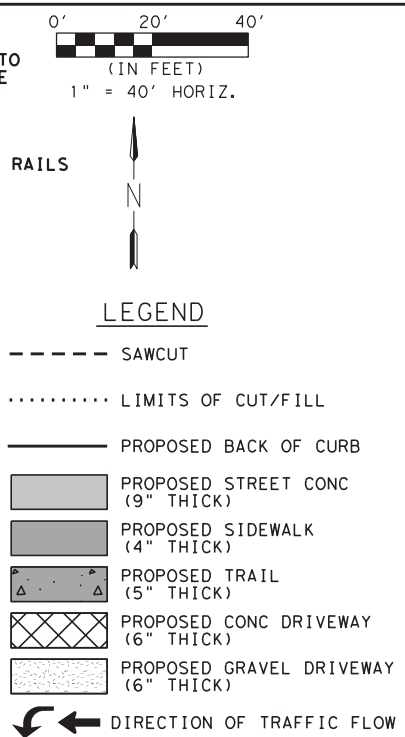
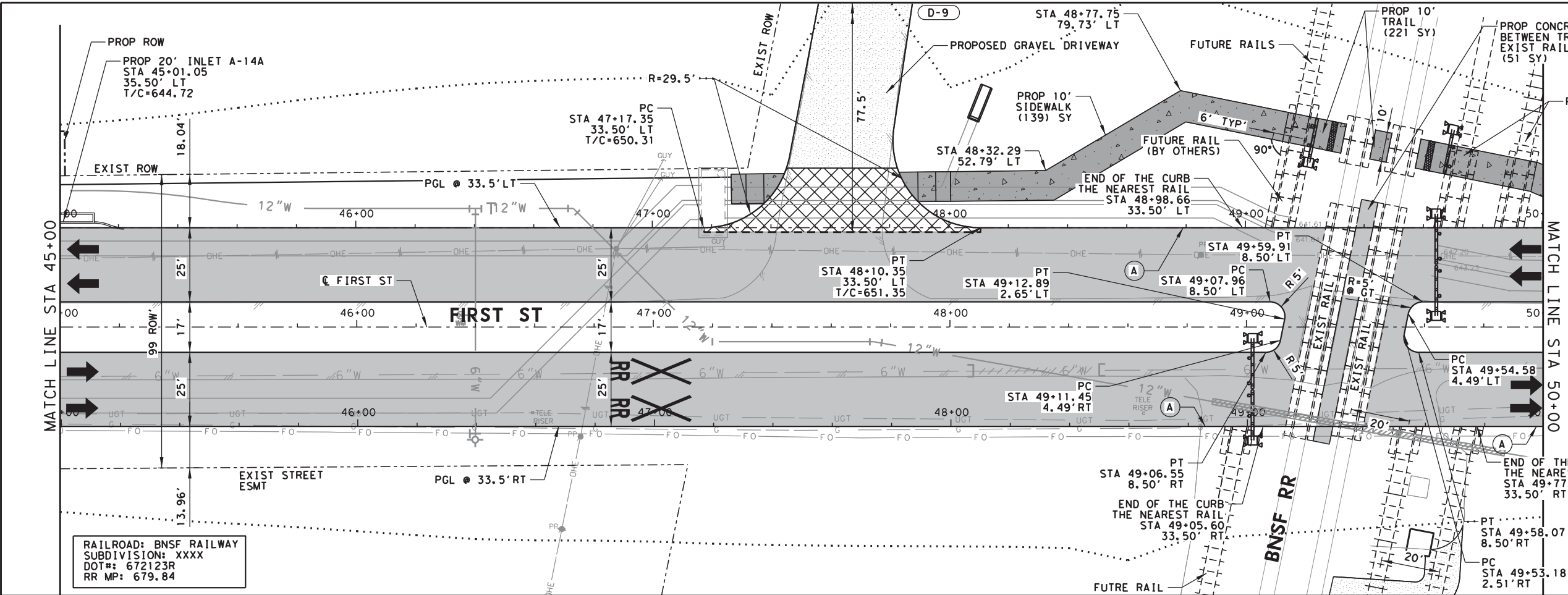
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FIRST STREET RECONSTRUCTION	SHEET 1 OF 1
TYPICAL SECTIONS	SHEET NO.
TOWN OF PROSPER, TEXAS	4



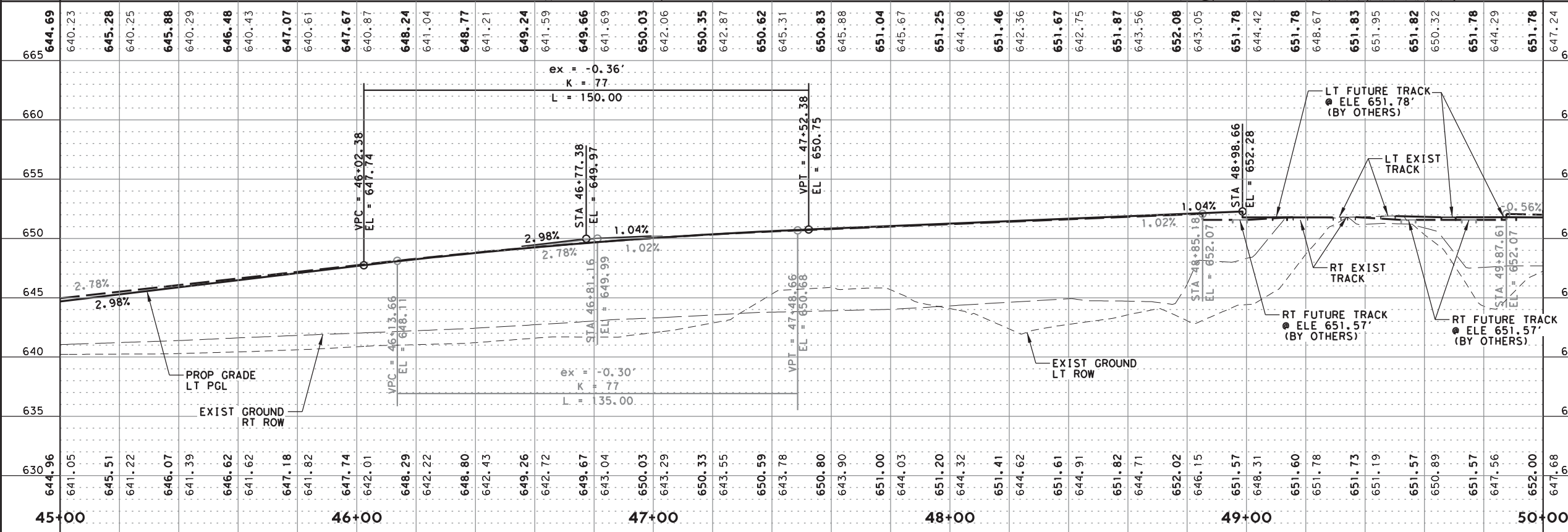
- NOTES:
1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. PROPOSED DRIVEWAY RETURN AND CROSS STREET RETURN RADII SHALL BE 19.5' AND 29.5', RESPECTIVELY, MEASURED AT PROP BOC.
 3. ALL BARRIER FREE CURB RAMPS SHALL BE MODIFIED TxDOT TYPE 7 UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOT PLACE CURBS ADJACENT TO THE SIDEWALK ON THE RAMPS AND SHALL GRADE PARKWAY SUCH THAT NO CURBS ARE REQUIRED. REFER TO MISCELLANEOUS DETAIL SHEET 2 FOR MORE INFORMATION.

(A) BEGIN TRANSITION TO 2" CURB SEE MISC DETAIL SHEET 3
STA 48+78.66, 33.50' LT
STA 48+85.60, 33.50' RT
STA 49+97.81, 33.50' RT

DRIVEWAY CENTERLINE SCHEDULE

ID	*STA	WIDTH	OFFSET	TYPE
D-9	47+71.55	32'	109.50'	LT AG

* STATIONS REFERENCE FIRST STREET CENTERLINE. STATIONS MEASURED FROM MIDPOINT OF THE DRIVEWAY.



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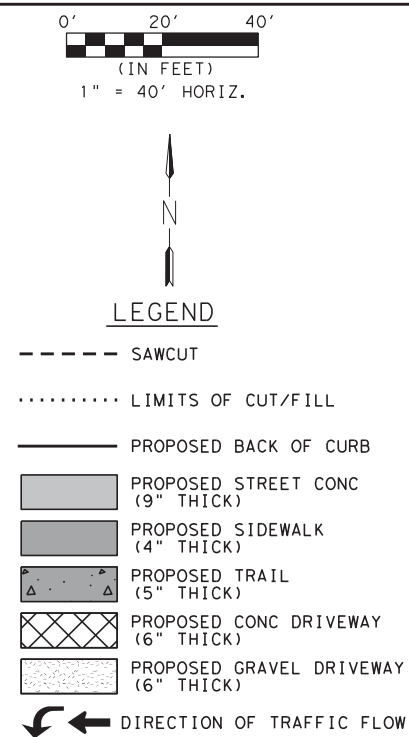
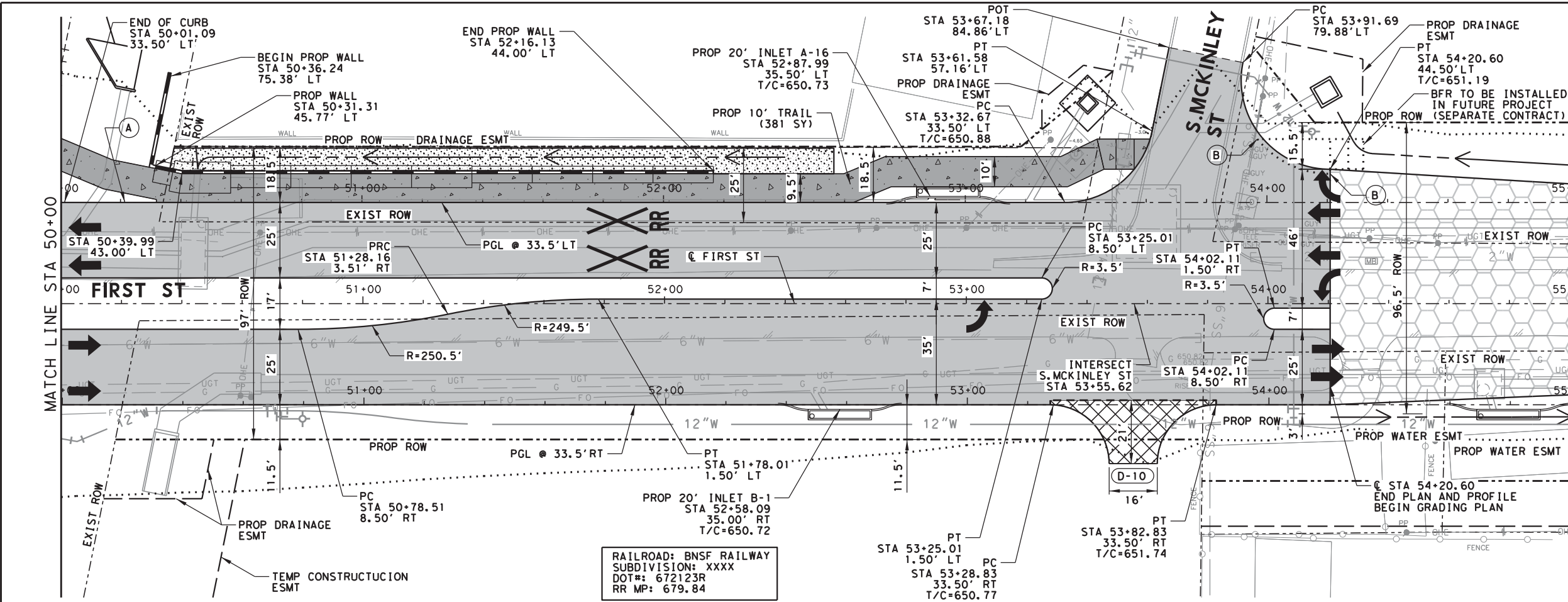
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FIRST STREET RECONSTRUCTION	SHEET 1 OF 2
FIRST STREET	SHEET NO.
PLAN & PROFILE	6
TOWN OF PROSPER, TEXAS	

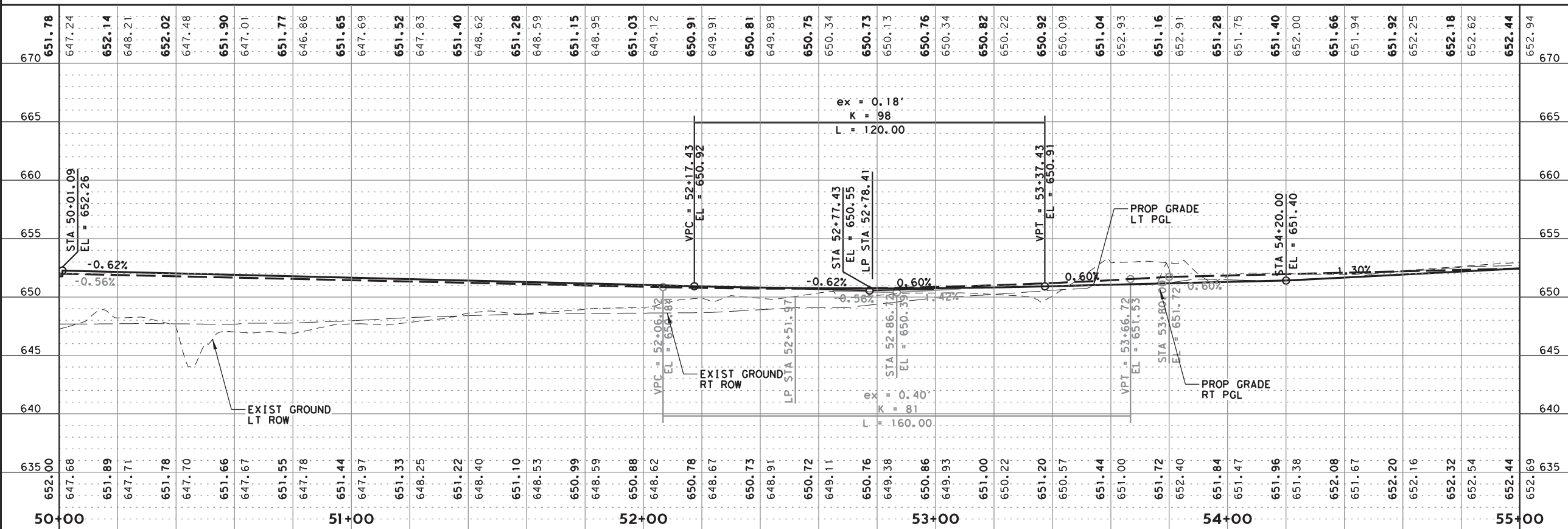


- NOTES:
1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. PROPOSED DRIVEWAY RETURN AND CROSS STREET RETURN RADII SHALL BE 19.5' AND 29.5', RESPECTIVELY, MEASURED AT PROP BOC.
 3. ALL BARRIER FREE CURB RAMPS SHALL BE MODIFIED TXDOT TYPE 7 UNLESS OTHERWISE NOTED. CONTRACTOR SHALL NOT PLACE CURBS ADJACENT TO THE SIDEWALK ON THE RAMPS AND SHALL GRADE PARKWAY SUCH THAT NO CURBS ARE REQUIRED. REFER TO MISCELLANEOUS DETAIL SHEET 2 FOR MORE INFORMATION.

- (A) BEGIN TRANSITION TO 2" CURB SEE MISC DETAIL SHEET 3 STA 50+21.09, 33.50' LT
- (B) CURB BLOCKOUT FOR FUTURE BARRIER FREE RAMP CONSTRUCTION

DRIVEWAY CENTERLINE SCHEDULE				
ID	*STA	WIDTH	OFFSET	TYPE
D-10	53+55.83	15'	53.00' RT	RES

* STATIONS REFERENCE FIRST STREET CENTERLINE. STATIONS MEASURED FROM MIDPOINT OF THE DRIVEWAY.



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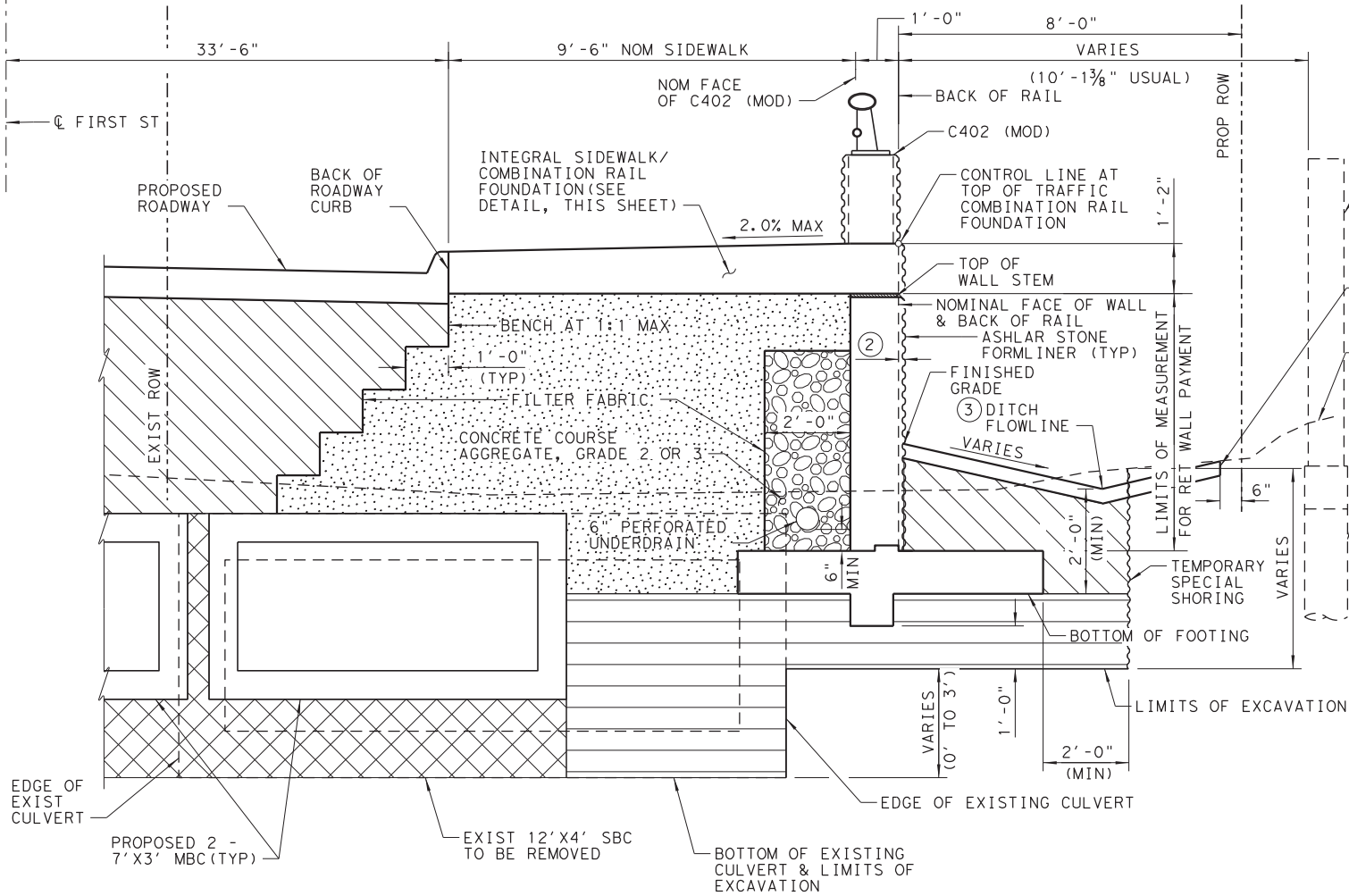
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FIRST STREET RECONSTRUCTION		SHEET 2 OF 2
FIRST STREET PLAN & PROFILE		
TOWN OF PROSPER, TEXAS		SHEET NO. 7

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TYPICAL SECTION
(CAST-IN-PLACE RETAINING WALL)
(NTS)

TYPE C FILL MATERIAL NOTES:

TYPE C BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF TXDOT ITEM 132. RETAINING WALL BACKFILL PLACED BELOW THE EXISTING GROUND LINE WILL NOT BE MEASURED FOR SEPARATE PAYMENT, BUT SHALL BE SUBSIDIARY TO ITEM 423, "RETAINING WALL (SPREAD FOOTING)". BACKFILL PLACED ABOVE THE EXISTING GROUND LINE AND SUBGRADE IMPROVEMENT TYPE C FILL SHALL BE INCLUDED IN ITEM 132, "EMBANKMENT (FINAL) (DENS CONT) (TY C)". TYPE C BACKFILL MATERIAL SHALL HAVE A UNIT WEIGHT OF SOIL - 120 PCF, A PLASTICITY INDEX < 25, AND A FRICTION ANGLE OF 30 DEGREES.

MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION 132.3.4.2, "DENSITY CONTROL".

TEMPORARY SPECIAL SHORING NOTES:

THE CONTRACTOR SHALL PROVIDE TEMPORARY SPECIAL SHORING IN ACCORDANCE WITH TXDOT ITEM 403.

THE TYPE AND SIZE OF TEMPORARY SPECIAL SHORING SHALL BE DETERMINED BY THE CONTRACTOR. DETAILS SHOWN IN THE PLANS ARE FOR CONTRACTOR'S INFORMATIONAL PURPOSES AND DO NOT PRECLUDE THE CONTRACTOR FROM PROPOSING AN ALTERNATIVE DESIGN.

THE CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY SPECIAL SHORING DESIGN (GLOBAL STABILITY, EXTERNAL STABILITY, AND INTERNAL STABILITY AS APPROPRIATE). REFER TO TXDOT ITEM 403 FOR DESIGN AND SUBMITTAL REQUIREMENTS NOT STIPULATED IN THE PLANS.

THE EFFECTS OF THE IN SITU SOIL CONDITIONS, WATER TABLE, BACKFILL, CONSTRUCTION AND EXISTING LOADS SHALL BE CONSIDERED IN THE DESIGN OF THE TEMPORARY SPECIAL SHORING WALL AND ACCOUNTED FOR IN THE CONTRACTOR'S PRICE FOR PAY ITEM 403 6001.

ALL COSTS FOR TEMPORARY SPECIAL SHORING DESCRIBED IN TXDOT ITEM 403, AS WELL AS DESIGN AND SUBGRADE IMPROVEMENT, SHALL BE INCLUDED IN THE PRICE FOR PAY ITEM 403 6001.

LEGEND:

- LIMITS OF CONCRETE COARSE AGGREGATE (SEE STANDARD DRAWING RW(SF) FOR DRAINAGE DETAILS)
- LIMITS OF WALL SUBGRADE IMPROVEMENT TYPE C FILL
- LIMITS OF RETAINED ZONE FILL TYPE C FILL
- LIMITS OF ROADWAY EMBANKMENT FILL (SEE ROADWAY SHEETS FOR MATERIAL TYPE)
- LIMITS OF CULVERT BACKFILL (SEE DRAINAGE SHEETS FOR DETAILS NOT SHOWN)

- SEE STANDARD "RW(SFC)" FOR WALL DIMENSIONS AND REINFORCING.
- WALL STEM THICKNESS SHALL BE INCREASED TO A MAX DEPTH OF 1 1/2" TO ACCOMMODATE ASHLAR STONE FORMLINER RELIEF AND MAINTAIN NOMINAL WALL THICKNESS SHOWN IN STANDARD RW(SFC). ADDITIONAL CONCRETE FOR ASHLAR STONE FORMLINER BEYOND THE NOMINAL FACE OF THE RETAINING WALL SHALL BE CONSIDERED SUBSIDIARY TO ITEM 423, "RETAINING WALL (SPREAD FOOTING)". ESTIMATED CONCRETE QUANTITIES ON THE STANDARD DRAWINGS DO NOT INCLUDE ADDITIONAL CONCRETE FOR ASHLAR STONE FORMLINER RELIEF. SEE AESTHETIC DETAIL SHEETS FOR ADDITIONAL INFORMATION.
- SEE DRAINAGE SHEETS FOR LIMITS AND PAYMENT. SEE SHEET 2 OF 2 FOR REINFORCING DETAILS.

GENERAL NOTES:

FOR SPREAD FOOTING RETAINING WALL DIMENSIONS, REINFORCING DETAILS, AND MISCELLANEOUS DETAILS, SEE STANDARDS, "RW(SFC)" AND "RW(SF)".

FOR CONTROL LINE AT TOP OF TRAFFIC RAIL FOUNDATION AND BOTTOM OF FOOTING ELEVATIONS, SEE RETAINING WALL RW01 LAYOUT.

FOR RAIL DIMENSIONS, REINFORCING DETAILS, AND MISCELLANEOUS DETAILS, SEE STANDARD DRAWING TYPE C402 (MOD).

CONTRACTOR SHALL PLACE TEMPORARY SPECIAL SHORING AS REQUIRED TO CONSTRUCT PROPOSED FOOTING. SHORING METHODS SHALL AVOID FOUNDATIONS OF EXISTING SCREEN WALL AND NOT ADVERSELY AFFECT THE STABILITY OF THE EXISTING SCREEN WALL.

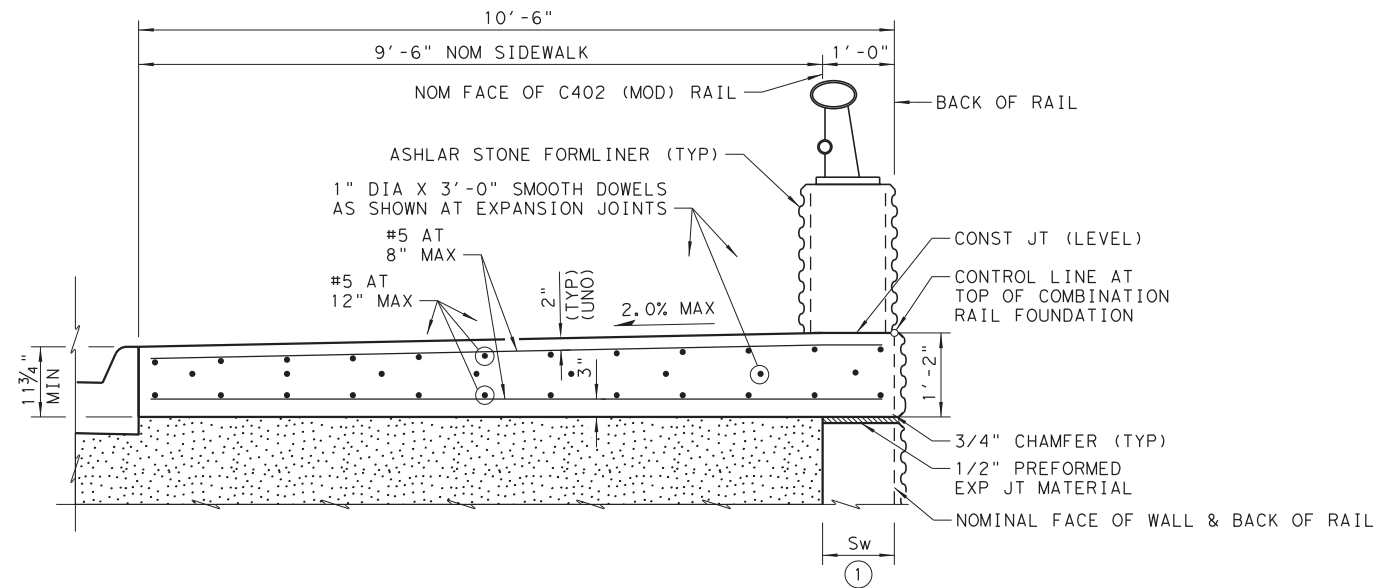
RETAINING WALL SQUARE FOOT AREA IS MEASURED FROM THE TOP OF STEM TO THE BOTTOM OF STEM, UNLESS OTHERWISE SHOWN.

UNDERDRAIN PIPE BEHIND RETAINING WALL SHALL BE SUBSIDIARY TO ITEM 423, "RETAINING WALL (SPREAD FOOTING)".

MATERIAL NOTES:

PROVIDE CLASS "C" CONCRETE, f'c = 3,600 PSI (COMBINATION RAIL FOUNDATION).

PROVIDE GRADE 60 REINFORCING.



INTEGRAL SIDEWALK/COMBINATION RAIL FOUNDATION DETAIL

SEE "RETAINING WALL RW01 LAYOUT" FOR JOINT LOCATIONS.
SEE JOINT DETAILS (SHEET 2 OF 2) FOR DETAILS.

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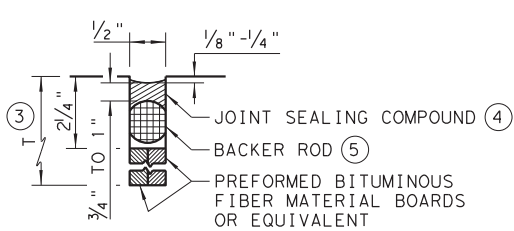
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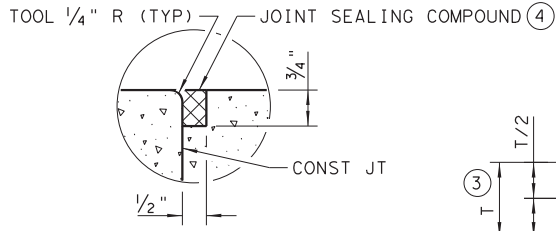
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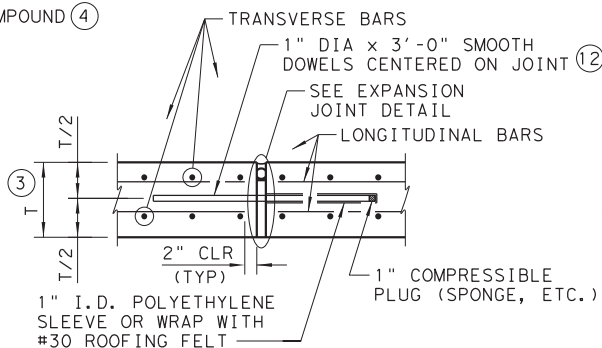
FIRST STREET RECONSTRUCTION	SHEET 2 OF 6
RETAINING WALL RW01 MISCELLANEOUS DETAILS	SHEET NO.
TOWN OF PROSPER, TEXAS	9



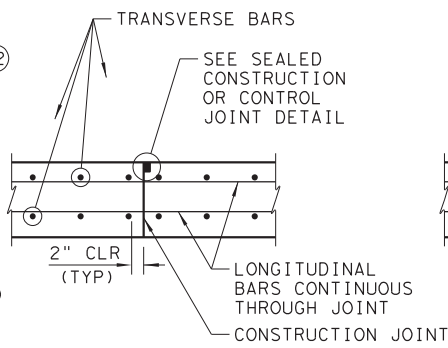
EXPANSION JOINT DETAIL



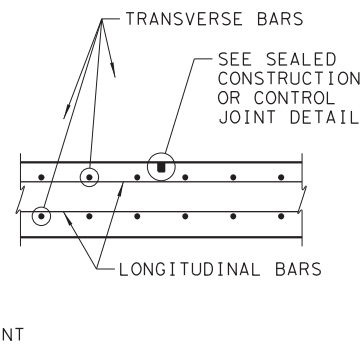
SEALED CONSTRUCTION OR CONTROL JOINT DETAIL



EXPANSION JOINT SECTION (6)

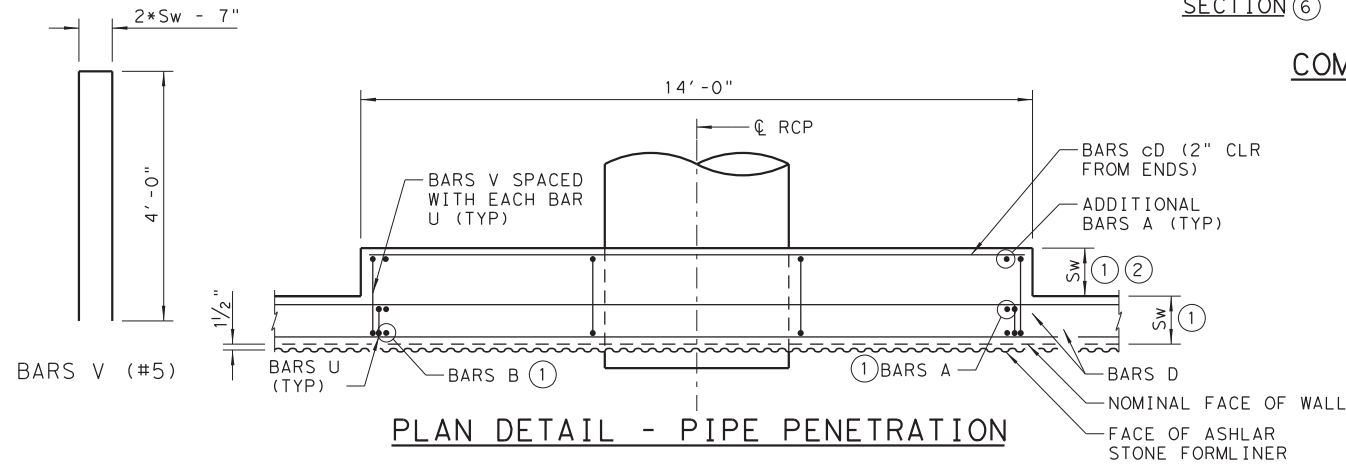


CONSTRUCTION JOINT SECTION (7)

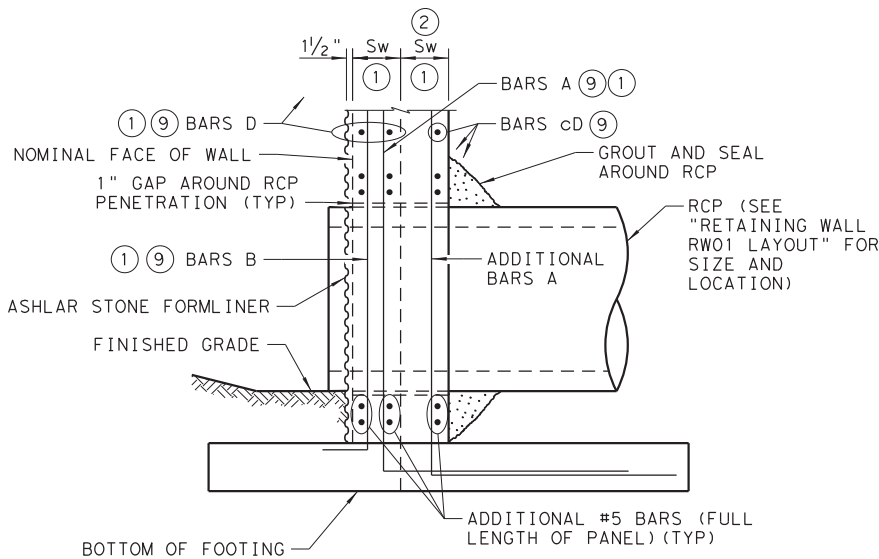


CONTROL JOINT SECTION (8)

COMBINATION RAIL FOUNDATION JOINT DETAILS

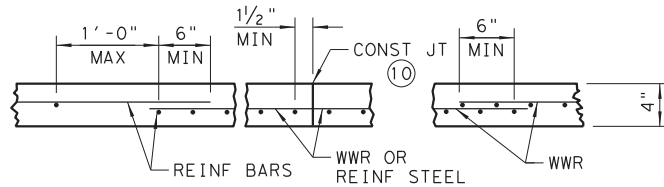


PLAN DETAIL - PIPE PENETRATION



SECTION A-A

(KEYS NOT SHOWN FOR CLARITY)



CONCRETE LINED DITCH DETAILS (11)

GENERAL NOTES:

FOR SPREAD FOOTING RETAINING WALL DIMENSIONS, REINFORCING DETAILS, MISCELLANEOUS DETAILS, AND WALL NOTES NOT SHOWN, SEE STANDARDS "RW(SFC)" AND "RW(SF)".

SUBMIT SHOP DRAWINGS FOR THE COMBINATION RAIL FOUNDATIONS TO THE ENGINEER IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 423, "RETAINING WALL". THE SHOP DRAWINGS MUST INCLUDE THE BAR BENDING DETAILS.

ALL MATERIALS AND LABOR NECESSARY TO COMPLETE CONSTRUCTION OF COMBINATION RAIL FOUNDATION SHALL BE INCLUDED IN TXDOT BID ITEM 420, "C CONC (RAIL FOUNDATION)".

MATERIAL NOTES:

PROVIDE CLASS "B" CONCRETE, $f'c = 2,000$ PSI (CONCRETE LINED DITCH).

PROVIDE CLASS "C" CONCRETE, $f'c = 3,600$ PSI (COMBINATION RAIL FOUNDATION & RETAINING WALL).

PROVIDE GRADE 60 REINFORCING.

- SEE STANDARD "RW(SFC)" FOR WALL DIMENSIONS AND REINFORCING.
- ADDITIONAL CONCRETE SHALL BE CONSIDERED SUBSIDIARY TO ITEM 423, "RETAINING WALL (SPREAD FOOTING)". ESTIMATED QUANTITIES ON THE STANDARD DRAWINGS DO NOT INCLUDE ADDITIONAL CONCRETE OR REINFORCING.
- T = THICKNESS OF COMBINATION RAIL FOUNDATION (VARIES)
- CLASS 4, 5, 7, OR 8 JOINT SEALANT (LOW MODULUS SILICONE). PLACE IN ACCORDANCE WITH TXDOT ITEM 438.
- PROVIDE BACKER ROD THAT IS 25% LARGER THAN JOINT OPENING AND COMPATIBLE WITH SEALANT.
- PROVIDE EXPANSION JOINTS AT EVERY EXPANSION JOINT IN THE RAIL AS SHOWN ON THE LAYOUT.
- PROVIDE CONSTRUCTION JOINTS AT EVERY CONSTRUCTION JOINT IN THE WALL AS SHOWN ON THE LAYOUT.
- PROVIDE SAW CUT CONTROL JOINTS AT 5' MAX BETWEEN CONSTRUCTION OR EXPANSION JOINTS.
- CUT BARS 2" CLEAR FROM 1" GAP AROUND PIPE PENETRATION.
- WWR OR REINFORCING STEEL IS CONTINUOUS THROUGH CONSTRUCTION JOINTS. PROVIDE WWR OR REINFORCING STEEL THAT EXTENDS 1'-1" MINIMUM INTO ADJACENT CONCRETE ON EACH SIDE OF CONSTRUCTION JOINT.
- PROVIDE #3 REINFORCING BARS AT 18" SPA C-C OR WELDED WIRE REINFORCEMENT (WWR) AS 6X6-D2.9XD2.9 OR D3XD3. USE LAP SPLICES OF A MINIMUM 6 INCHES, MEASURED FROM THE TRANSVERSE WIRE OF WWR, AND THE ENDS OF REINFORCING BARS. INSTALL CONSTRUCTION JOINTS AT A MAXIMUM SPACING OF 20 FEET.
- OMIT DOWEL AT END OF RETAINING WALL EXP JOINT

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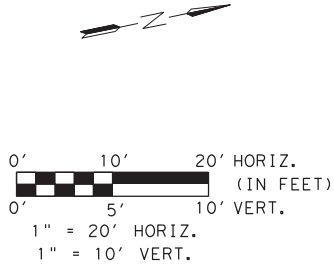
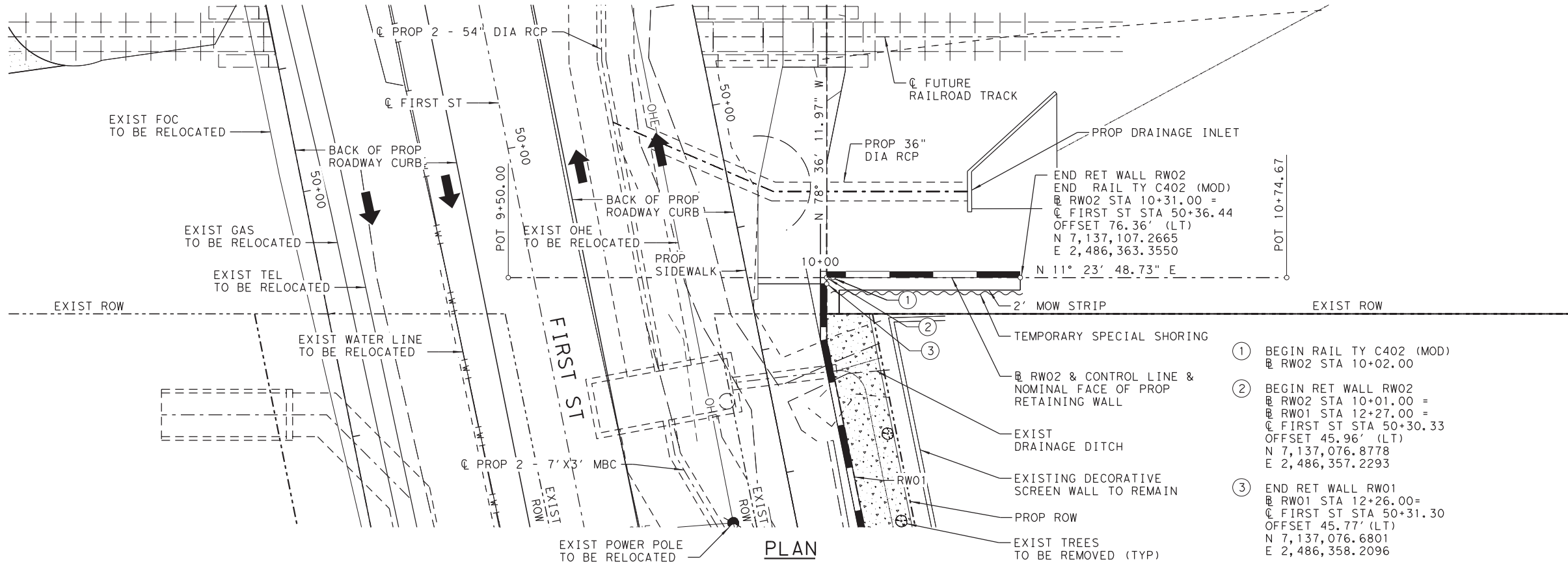
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FIRST STREET RECONSTRUCTION	SHEET 3 OF 6
RETAINING WALL RW01 MISCELLANEOUS DETAILS	SHEET NO.
TOWN OF PROSPER, TEXAS	10

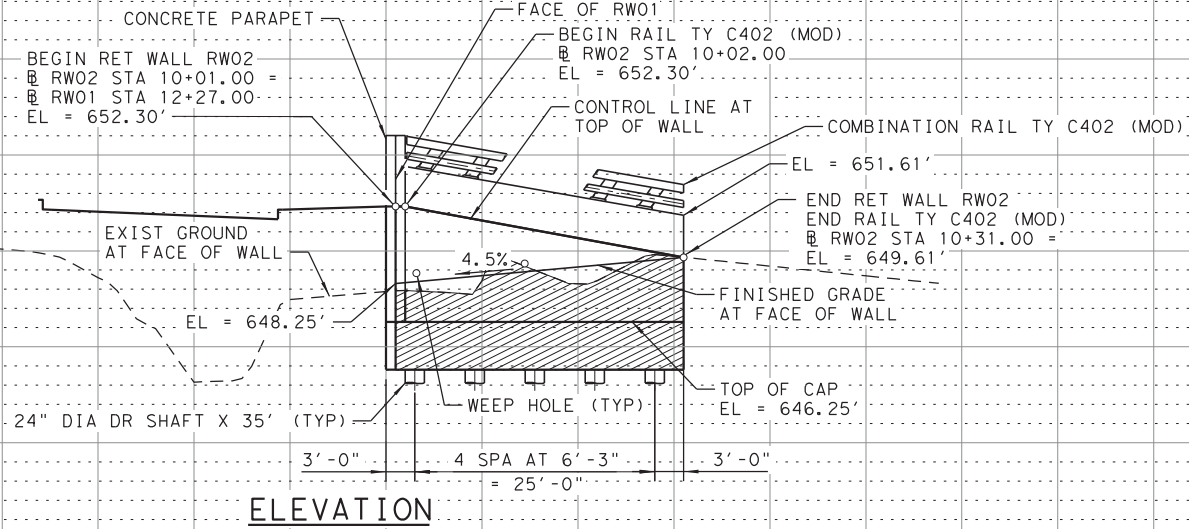
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- ① BEGIN RAIL TY C402 (MOD)
@ RW02 STA 10+02.00
- ② BEGIN RET WALL RW02
@ RW02 STA 10+01.00 =
@ RW01 STA 12+27.00 =
@ FIRST ST STA 50+30.33
OFFSET 45.96' (LT)
N 7,137,076.8778
E 2,486,357.2293
- ③ END RET WALL RW01
@ RW01 STA 12+26.00=
@ FIRST ST STA 50+31.30
OFFSET 45.77' (LT)
N 7,137,076.6801
E 2,486,358.2096

LEGEND:
 LIMITS OF TEMPORARY SPECIAL SHORING

GENERAL NOTES:
SEE RETAINING WALL RW02 MISCELLANEOUS DETAILS SHEET (1 OF 2) FOR TYPICAL SECTION & TABLE OF ESTIMATED QUANTITIES.
SEE RETAINING WALL RW01 LAYOUT FOR BORING LOG PLAN LOCATIONS NOT SHOWN.
REFER TO BORING LOG SHEET FOR BORING LOG INFORMATION.
ALL RW02 STATIONS AND OFFSETS ARE TO THE CONTROL LINE AT TOP OF RETAINING WALL.



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FIRST STREET RECONSTRUCTION	
RETAINING WALL RW02 LAYOUT	
TOWN OF PROSPER, TEXAS	

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GENERAL NOTES:

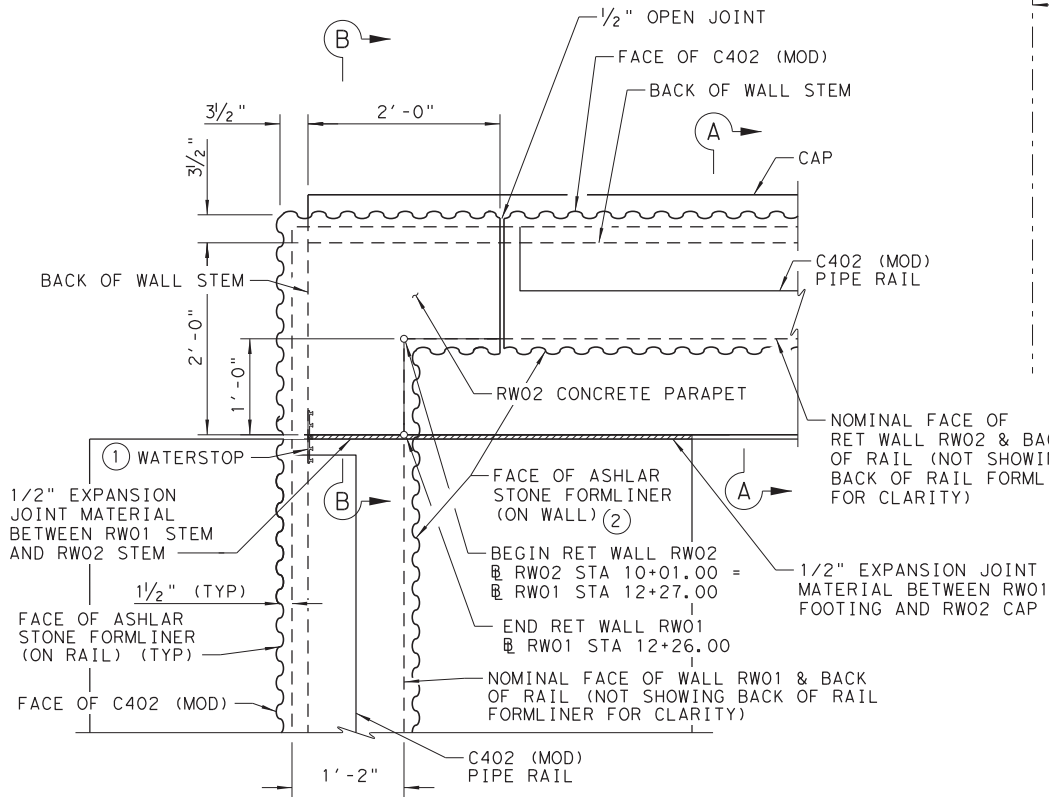
FOR CONTROL LINE AT TOP OF TRAFFIC RAIL FOUNDATION AND BOTTOM OF FOOTING ELEVATIONS, SEE RETAINING WALL RW01 LAYOUT.

FOR RAIL DIMENSIONS, REINFORCING DETAILS, AND MISCELLANEOUS DETAILS, SEE STANDARD DRAWING TYPE C402 (MOD).

CONTRACTOR SHALL PLACE TEMPORARY SPECIAL SHORING AS REQUIRED TO CONSTRUCT PROPOSED CAP. SHORING METHODS SHALL AVOID FOUNDATIONS OF EXISTING SCREEN WALL AND NOT ADVERSELY AFFECT THE STABILITY OF THE EXISTING SCREEN WALL.

FOR WALL DETAILS SEE SHEET 2 OF 2.

CHAMFER ALL EXPOSED CONCRETE CORNERS



WALL RW02 CORNER PLAN
(NOT SHOWING LEVELING PAD)
(NTS)

① SEE STANDARD "RW(SFC)" FOR WATERSTOP DETAILS.

② WALL STEM THICKNESS SHALL BE INCREASED TO A MAX DEPTH OF 1/2" TO ACCOMMODATE ASHLAR STONE FORMLINER RELIEF AND MAINTAIN THE NOMINAL WALL THICKNESS SHOWN. ADDITIONAL CONCRETE FOR ASHLAR STONE FORMLINER BEYOND THE NOMINAL FACE OF THE RETAINING WALL SHALL BE CONSIDERED SUBSIDIARY TO ITEM 420 6062, "CL C CONC (RETAINING WALL)". SEE AESTHETIC SHEETS FOR ADDITIONAL INFORMATION.

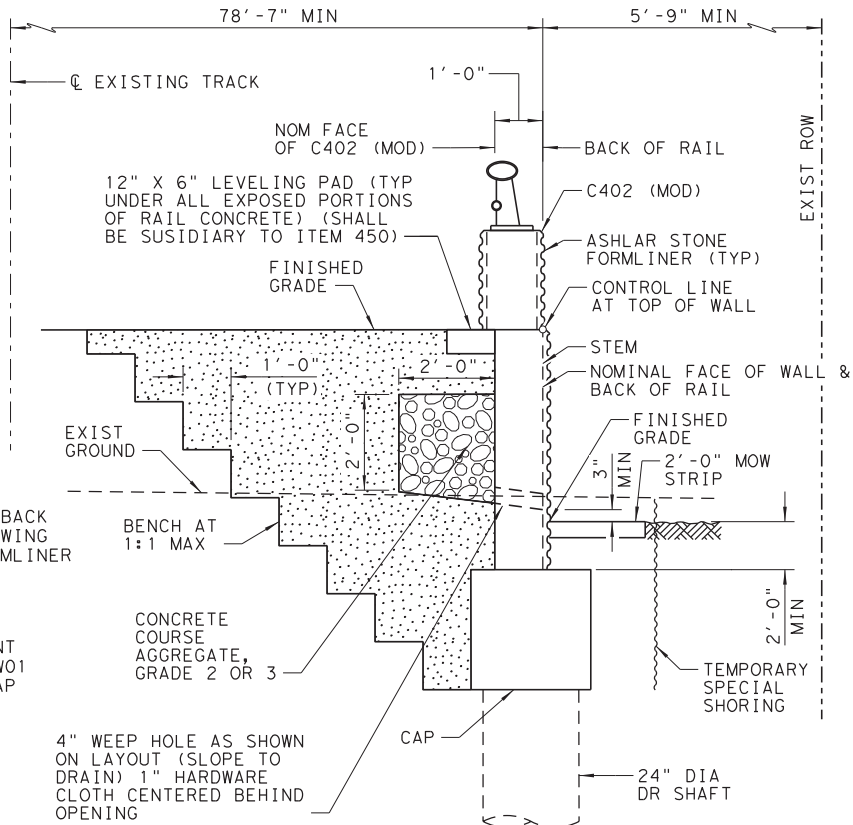
LEGEND:



LIMITS OF CONCRETE COARSE AGGREGATE GRADE 2 OR 3 (CRUSHED BLAST FURNACE SLAG, RECYCLED CRUSHED HYDRAULIC CEMENT CONCRETE OR COMBINATION THERE OF MAY NOT BE USED)



LIMITS OF RETAINED ZONE FILL TYPE C FILL

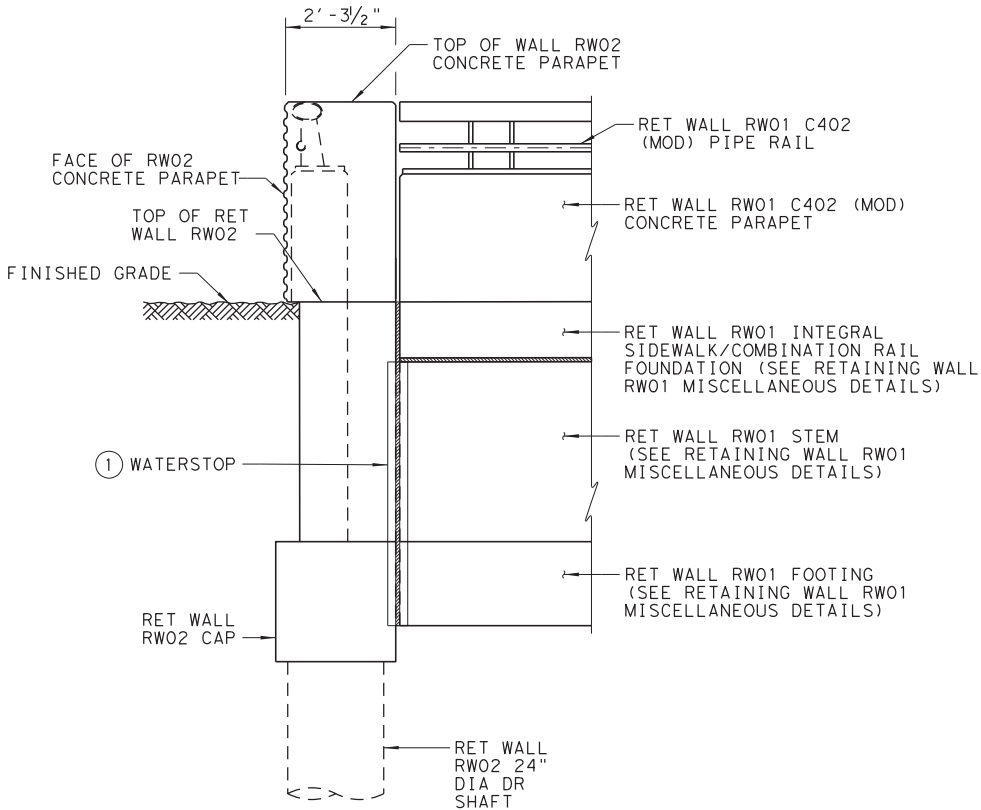


SECTION A-A
(DRILLED SHAFT RETAINING WALL)
(NTS)

TYPE C FILL MATERIAL NOTES:

TYPE C BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF TXDOT ITEM 132. BACKFILL PLACED BELOW THE EXISTING GROUND LINE WILL NOT BE MEASURED FOR SEPARATE PAYMENT, BUT SHALL BE SUBSIDIARY TO ITEM 423, "RETAINING WALL (CAST-IN-PLACE)". BACKFILL PLACED ABOVE THE EXISTING GROUND LINE SHALL BE INCLUDED IN ITEM 132, "EMBANKMENT (FINAL) (DENS CONT) (TY C)". TYPE C BACKFILL MATERIAL SHALL HAVE A UNIT WEIGHT OF SOIL = 120 PCF, A PLASTICITY INDEX < 25, AND A FRICTION ANGLE OF 30 DEGREES.

MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATION 132.3.4.2, "DENSITY CONTROL".



SECTION B-B
(DRILLED SHAFT RETAINING WALL)
(NTS)

TEMPORARY SPECIAL SHORING NOTES:

THE CONTRACTOR SHALL PROVIDE TEMPORARY SPECIAL SHORING IN ACCORDANCE WITH TXDOT ITEM 403.

THE TYPE AND SIZE OF TEMPORARY SPECIAL SHORING SHALL BE DETERMINED BY THE CONTRACTOR. DETAILS SHOWN IN THE PLANS ARE FOR CONTRACTOR'S INFORMATIONAL PURPOSES AND DO NOT PRECLUDE THE CONTRACTOR FROM PROPOSING AN ALTERNATIVE DESIGN.

THE CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY SPECIAL SHORING DESIGN (GLOBAL STABILITY, EXTERNAL STABILITY, AND INTERNAL STABILITY AS APPROPRIATE). REFER TO TXDOT ITEM 403 FOR DESIGN AND SUBMITTAL REQUIREMENTS NOT STIPULATED IN THE PLANS.

THE EFFECTS OF THE IN SITU SOIL CONDITIONS, WATER TABLE, BACKFILL, CONSTRUCTION AND EXISTING LOADS SHALL BE CONSIDERED IN THE DESIGN OF THE TEMPORARY SPECIAL SHORING WALL AND ACCOUNTED FOR IN THE CONTRACTOR'S PRICE FOR PAY ITEM 403 6001.

ALL COSTS FOR TEMPORARY SPECIAL SHORING DESCRIBED IN TXDOT ITEM 403, AS WELL AS DESIGN AND SUBGRADE IMPROVEMENT, SHALL BE INCLUDED IN THE PRICE FOR PAY ITEM 403 6001.

ITEM NO.	DESCRIPTION	UNIT	QTY
132 6006	EMBANKMENT (FINAL) (DENS CONT) (TY C)	CY	35.0
403 6001	TEMPORARY SPL SHORING	SF	164
416 6002	DRILLED SHAFT (24 IN)	LF	175
420 6062	CL C CONC (RETAINING WALL)	CY	13.2
432 6045	RIPRAP (MOW STRIP) (4 IN)	CY	1
450 6034	RAIL (TY C402) (MOD)	LF	29.0

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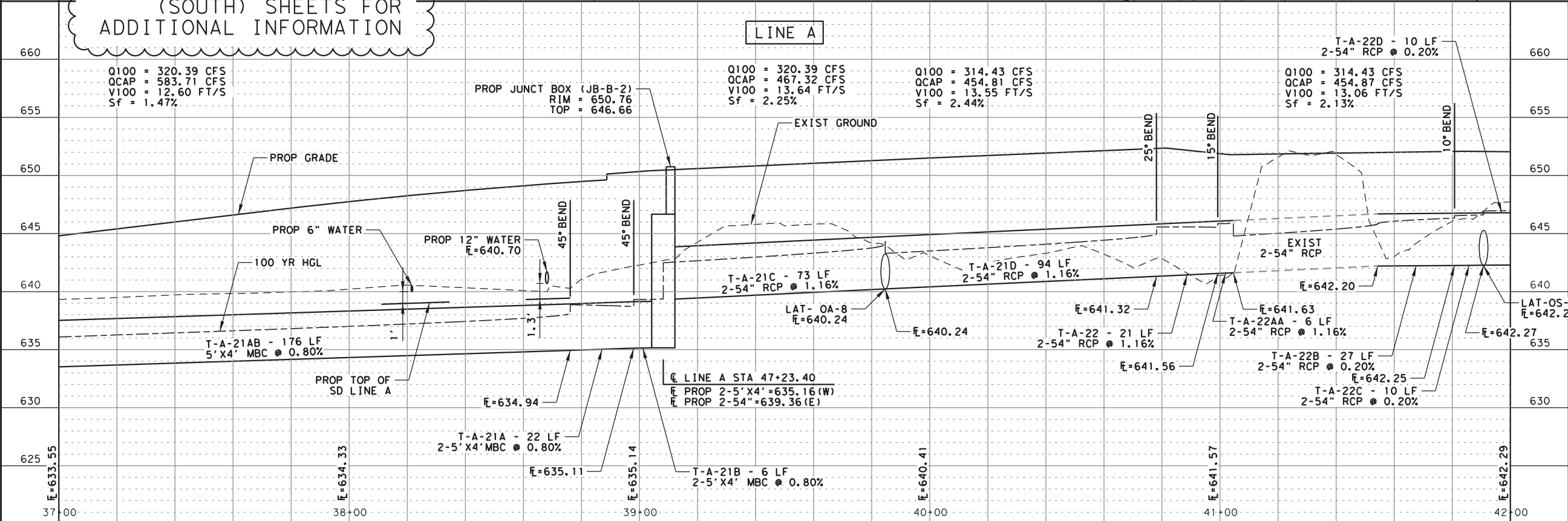
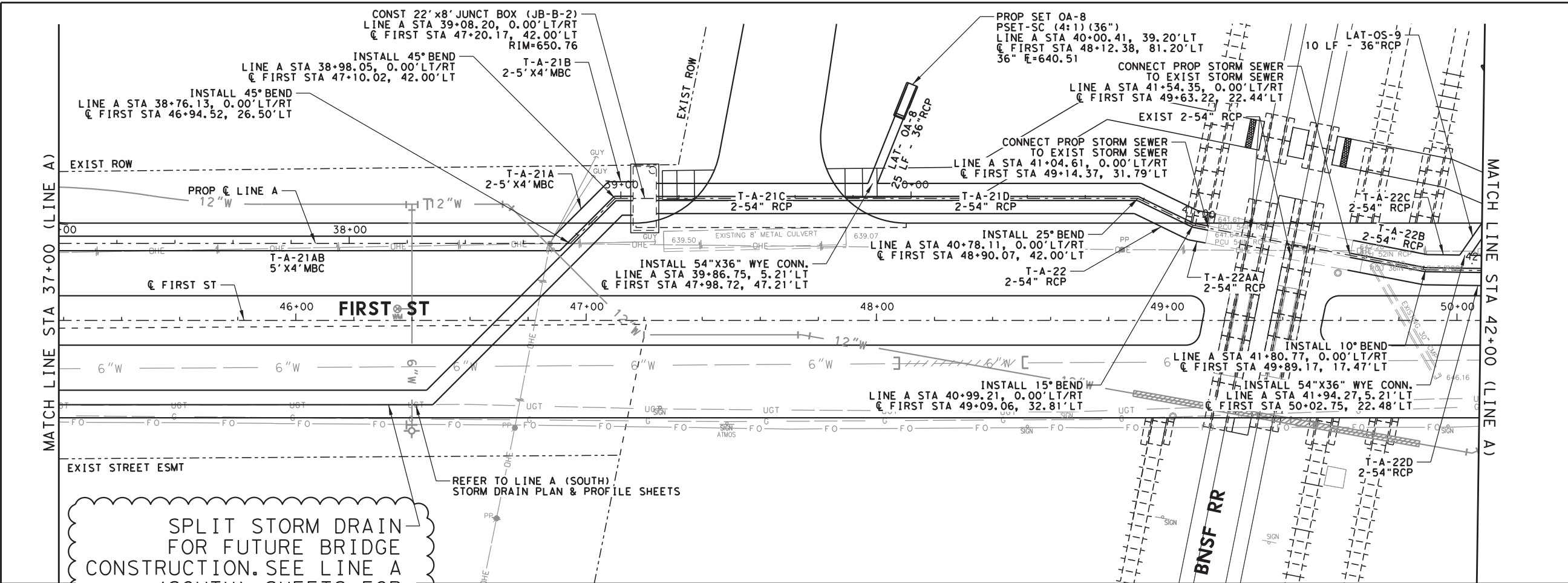
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FIRST STREET RECONSTRUCTION	SHEET 5 OF 6
RETAINING WALL RW02 MISCELLANEOUS DETAILS	SHEET NO.
TOWN OF PROSPER, TEXAS	12

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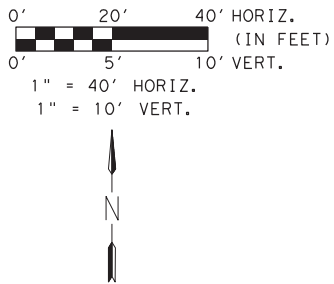
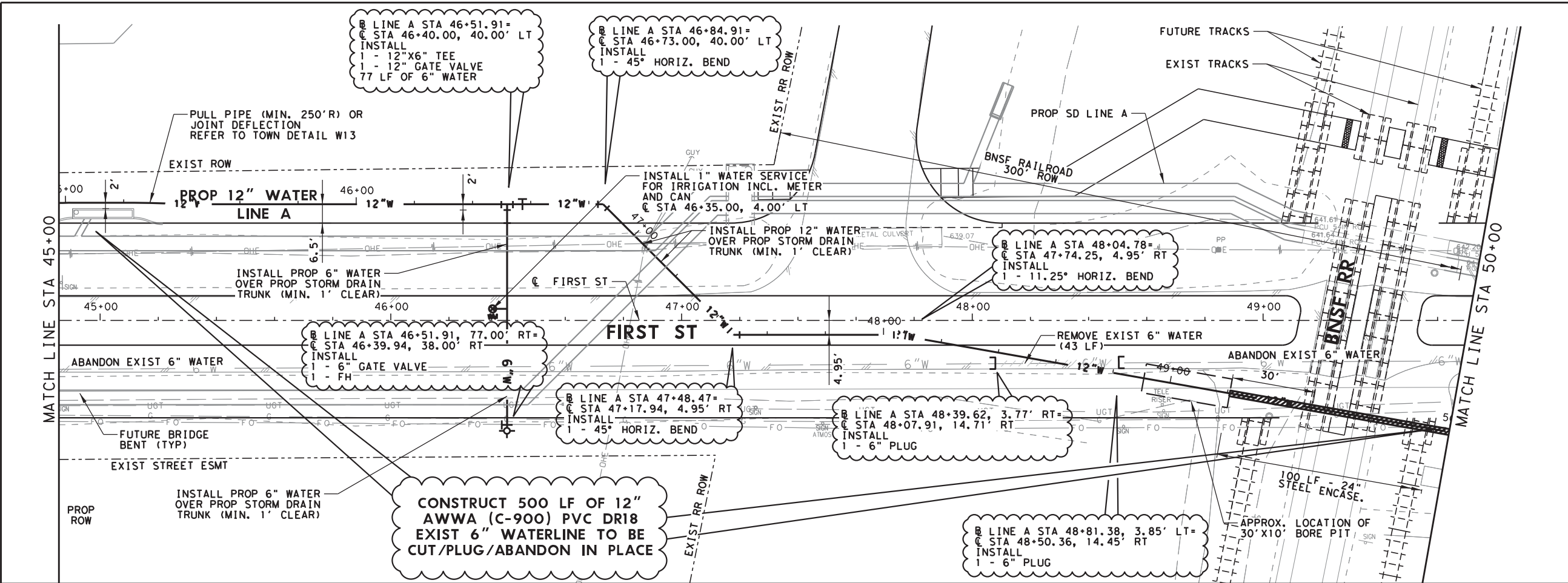
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FIRST STREET RECONSTRUCTION
STORM DRAIN PLAN & PROFILE LINE A
TOWN OF PROSPER, TEXAS

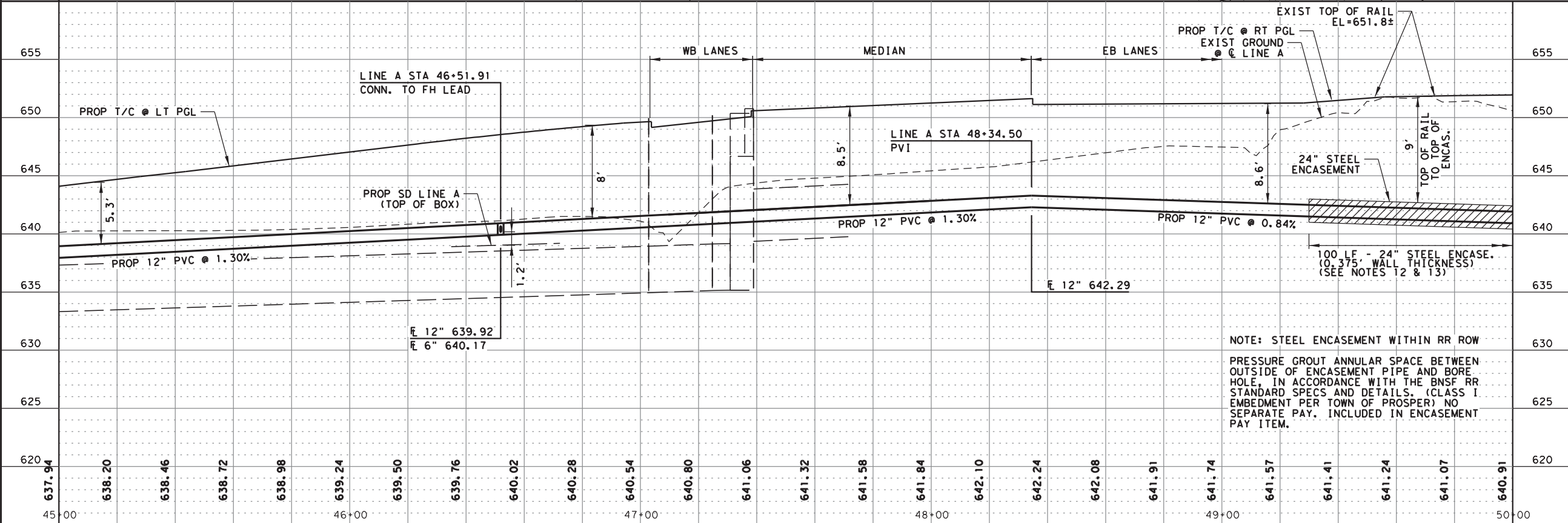
SHEET 1 OF 2
SHEET NO. 14

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NOTES:

1. LOCATION OF EXISTING UTILITIES IN THESE PLANS ARE APPROXIMATE. THE CONTRACTOR IS TO VERIFY THE ELEVATION AND CONFIGURATION, BOTH ABOVE AND BELOW GROUND OF ALL UTILITIES PRIOR TO CONSTRUCTION. VERIFICATION OF UTILITIES SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF CONSTRUCTION AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES AS A RESULT OF CONSTRUCTION OPERATIONS AND NO ADDITIONAL COMPENSATION IS ALLOWED FOR REPAIRS.
2. REMOVE VALVE STACK AND ABANDON ALL EXISTING WATER VALVES THAT ARE ON WATERLINES BEING REPLACED WITHIN THE PROJECT RECONSTRUCTION LIMITS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING HOW TO CONSTRUCT THE PROPOSED WATERLINE WITH RESPECT TO THE TRAFFIC CONTROL PLANS SHOWN IN THIS PLAN SET.
4. ALL WATERLINE LATERALS AND SERVICE LINES SHALL BE CONNECTED TO THE CENTER OF MAIN WATERLINE.
5. ALL WATERLINES SHALL HAVE A MIN. OF 24" CLEAR BELOW STORM DRAIN AND SANITARY SEWER CROSSINGS.
6. REFER TO COLEMAN ROAD PLANS DEVELOPED BY PAPE-DAWSON (PERMIT SET - DATED JULY 2023)
7. CONTRACTOR SHALL INSTALL A NEW WATER METER BOX AND METER FOR ALL RELOCATED WATER METERS.
8. ANY WORK DONE ON PRIVATE PROPERTY SHALL BE DONE BY A LICENSED PLUMBER AND A BUILDING PERMIT MUST BE PULLED.
9. CONTRACTOR SHALL ENSURE THAT AN ATMOS DAMAGE PREVENTION SPECIALIST IS PRESENT WHEN EXCAVATING AROUND EXISTING ATMOS PIPELINE. CONTRACTOR SHALL CONTACT ATMOS DAMAGE PREVENTION SPECIALIST JOHNNY JACKSON AT (214)316-4613 AT LEAST 48 HOURS PRIOR TO PERFORMING SUBSURFACE WORK IN THIS AREA.
10. CONTRACTOR SHALL REMOVE EXIST 18" GAS PIPELINE IN PROJECT AREA. CONTRACTOR SHALL COORDINATE WITH ATMOS TO SEND A REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO PERFORMING ANY SUBSURFACE WORK IN THIS AREA TO ALLOW FOR ATMOS TO VERIFY THE STATE OF THE ABANDONED PIPELINE AND TO REMOVE ANY STANDING WATER IN THE PIPELINE. SUGGESTED ATMOS CONTACT IS SR. PROJECT SPECIALIST CARY WILBURN AT (972)964-4108.
11. CONTRACTOR SHALL INSTALL IRRIGATION SERVICES WITH INSTALLATION OF WATERLINE (REFER TO IRRIGATION PLANS FOR ADDITIONAL INFORMATION).
12. INSTALL CATHODIC PROTECTION ON 24" STEEL ENCASUREMENT PIPE AS PER THE PROJECT SPECIFICATIONS.
13. INSTALL HIGH DENSITY POLYETHYLENE SPACERS BETWEEN CARRIER PIPE AND CASING, SPACED AT 6' - 8' O.C., WITH DOUBLE SPACERS AT EACH END OF CASING. A SPACER SHALL ALSO BE INSTALLED 2' FROM THE BELL END OF THE PVC CARRIER PIPE.



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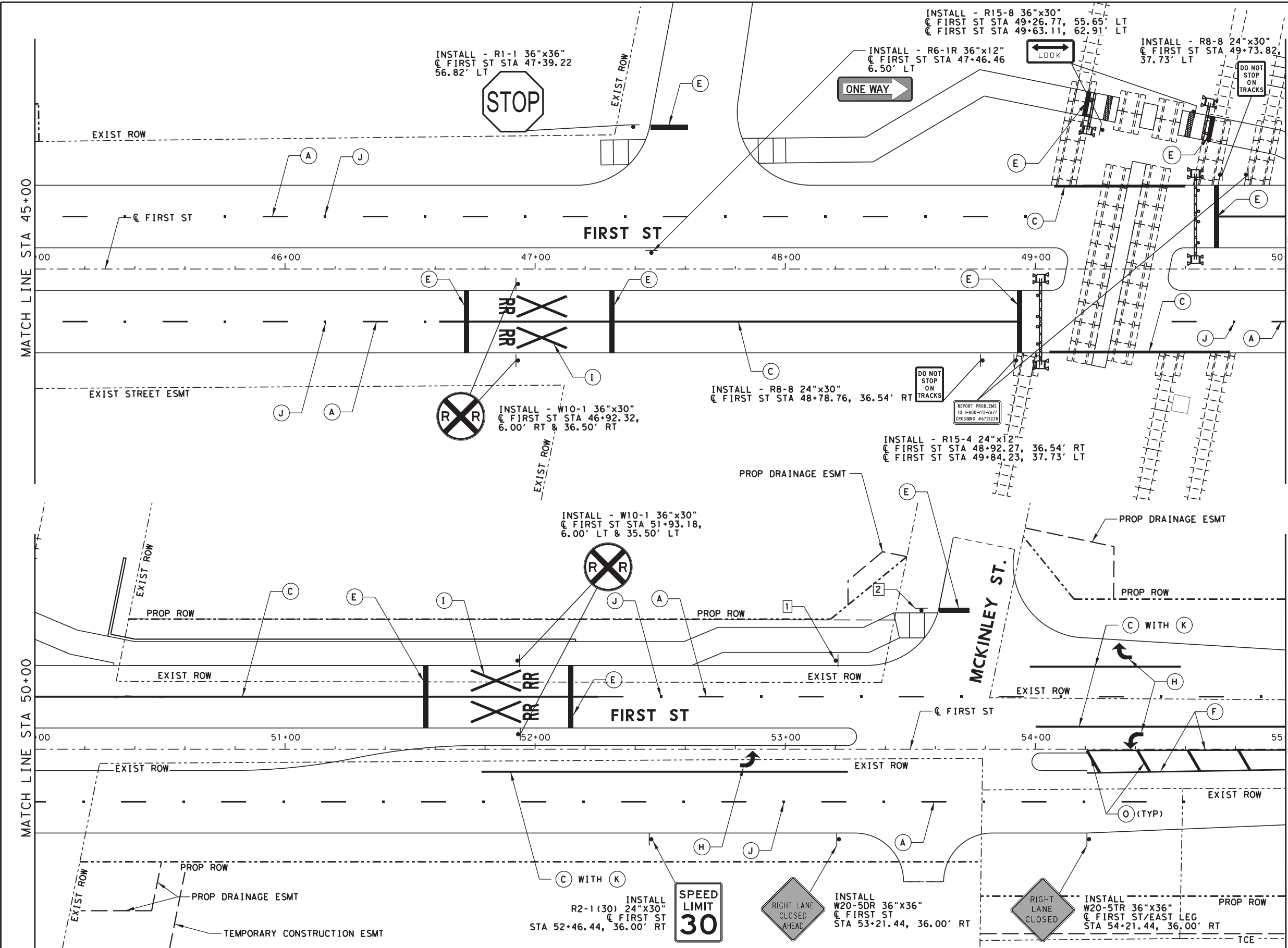
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FIRST STREET RECONSTRUCTION	SHEET 1 OF 2
WATERLINE LINE A PLAN & PROFILE	
TOWN OF PROSPER, TEXAS	SHEET NO. 16

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0' 20' 40'
(IN FEET)
1" = 40' HORIZ.

LEGEND

PROPOSED SIGN

(A) 4" WHITE LANE LINE
(B) 4" SOLID WHITE EDGE LINE
(C) 8" WHITE SOLID LINE
(D) 12" SOLID WHITE
(E) 24" SOLID WHITE WIDTH
(F) 4" SOLID YELLOW LINE
(G) WORD
(H) ARROW
(I) RAILROAD CROSSING
(J) TYPE II-C-R RAISED PAVEMENT MARKER
(K) TYPE I-C RAISED PAVEMENT MARKER
(L) TYPE II-A-A RAISED PAVEMENT MARKER

NOTES:

1. ALL MARKINGS SHALL COMPLY WITH THE TMUTCD, TXDOT, AND TOWN OF PROSPER STANDARDS.
2. ARROWS AND WORDS SHALL BE 100 MIL IN THICKNESS IN ACCORDANCE WITH TXDOT SPECIFICATIONS.
3. REFER TO THE TMUTCD AND TXDOT STANDARDS FOR ADDITIONAL INFORMATION.
5. REFER TO TXDOT STANDARD RCD(1)-22 AND RCD(2)-22 RAILROAD CROSSING DETAILS SIGNING, STRIPING, AND DEVICE PLACEMENT FOR ADDITIONAL INFORMATION.

1 **SPEED LIMIT 45**
INSTALL R2-1(45) 24"x30" @ FIRST ST STA 53+20.21, 35.41' LT

2 **STOP**
INSTALL - R1-1 36"x36" WITH STREET NAME SIGNS "W FIRST ST" AND "MCKINLEY ST" @ FIRST ST STA 53+54.73 55.53' LT (TO BE BID AS "REMOVE, SALVAGE, & REINSTALL EXIST SIGN & DECORATIVE POST. INSTALL NEW FOUNDATION")

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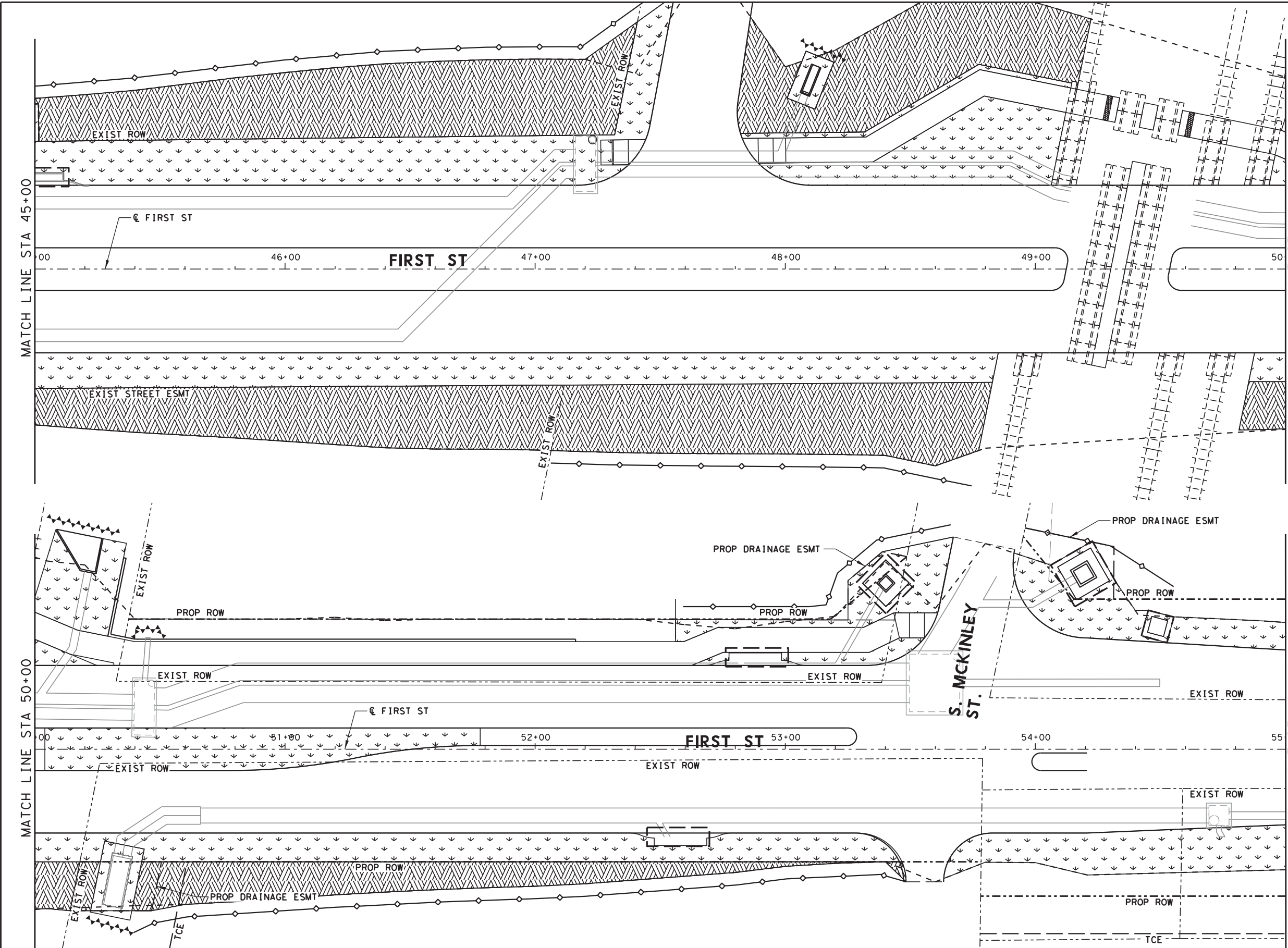
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TOWN OF PROSPER
A Place Where Everyone Matters

FIRST STREET RECONSTRUCTION		SHEET 1 OF 1
SIGNING AND PAVEMENT MARKING PLAN		SHEET NO.
TOWN OF PROSPER, TEXAS		18

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LEGEND

- INLET PROTECTION
- CONSTRUCTION EXIT
- ROCK FILTER DAM (TY II)
- SILT FENCE
- LIMITS OF BLOCK SOD
- LIMITS OF HYDRO MULCH
- LIMIT OF CONSTRUCTION

- NOTES:
- CONTRACTOR SHALL INSTALL 2' WIDE BLOCK SOD AROUND ALL WYE INLETS.
 - ALL ROCKS 2" AND LARGER SHALL BE REMOVED FROM ALL SODDING AND MULCH AREAS PRIOR TO 4" TOPSOIL PLACEMENT. APPROPRIATE TOPSOIL SHALL BE USED IN ALL SOD AND MULCH AREAS (NO SEPARATE PAY).
 - ALL QUANTITIES FOR MEDIAN SOD AND MEDIAN EROSION CONTROL ARE COVERED IN THE LANDSCAPING PLANS. REFER TO THE LANDSCAPING PLANS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR IS RESPONSIBLE FOR WATERING AND MOWING ALL SOD AND HYDRO MULCH AREAS UNTIL NEW SOD OR MULCH IS ESTABLISHED AND ACCEPTED BY THE TOWN OF PROSPER (NO SEPARATE PAY).

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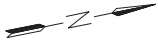
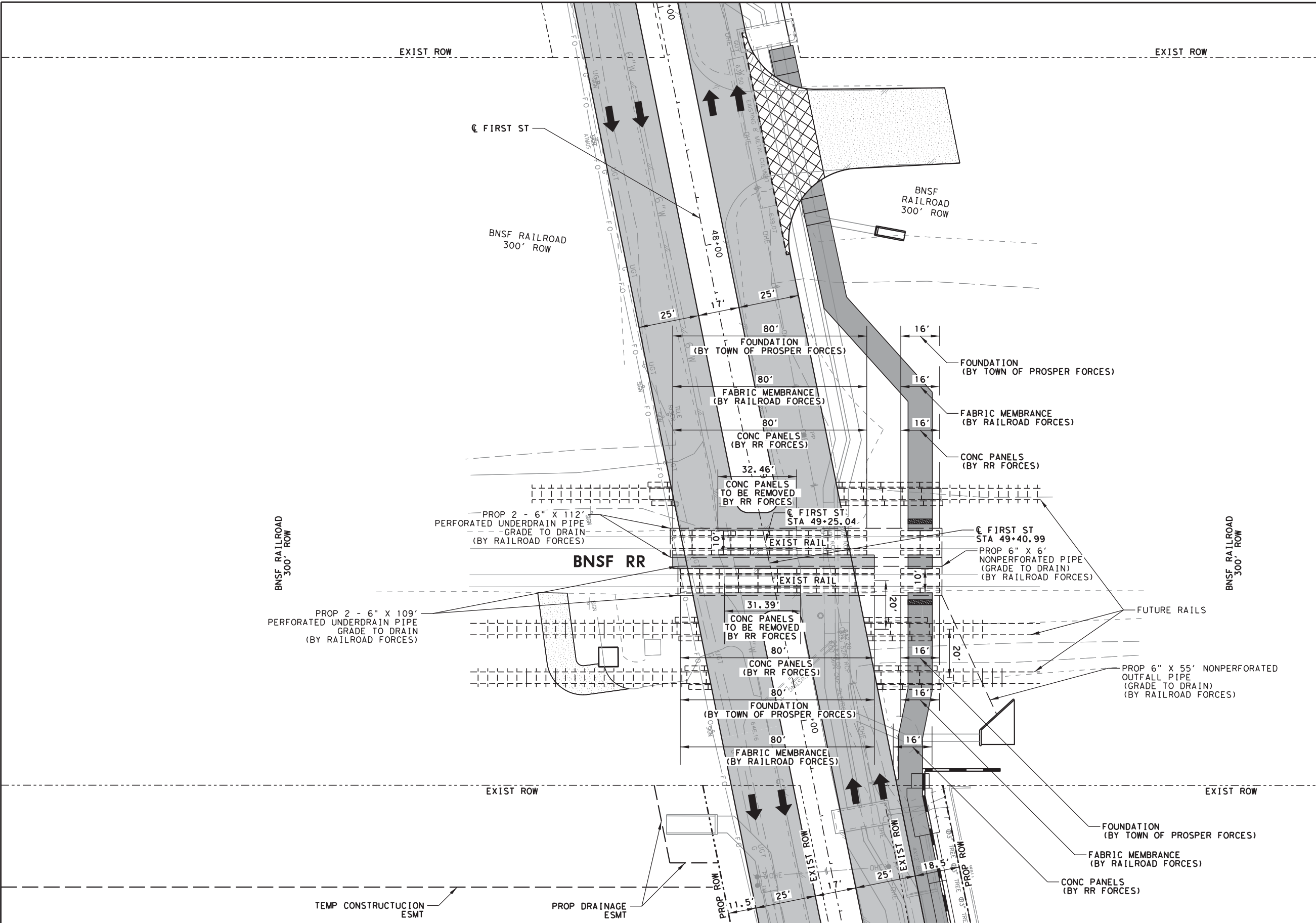
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FIRST STREET RECONSTRUCTION		SHEET 1 OF 1
EROSION CONTROL PLAN		SHEET NO.
TOWN OF PROSPER, TEXAS		19

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RAILROAD: BNSF RAILWAY
SUBDIVISION: XXXX
DOT#: 672123R
RR MP: 679.84

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FIRST STREET RECONSTRUCTION	
RAILROAD EXHIBIT A BNSF GRADE CROSSING PANELING DETAILS	
TOWN OF PROSPER, TEXAS	

SHEET 1 OF 2
SHEET NO. 20

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WORK PERFORMED BY RAILROAD

- 1. Remove existing concrete paneling and asphalt crossing material.
- 2. Remove rails and ties through crossing to allow for the installation of the cement stabilized base and underdrain system.
- 3. Cut away pavement to allow installation of the cement stabilized foundation and underdrain system.
- 4. Excavate for support foundation.
- 5. Furnish and install cement stabilized base foundations and underdrain systems.
- 6. Furnish and install filament membrane as needed.
- 7. Furnish and install perforated underdrain pipe as needed. Location and grade of outfall pipes to be determined in the field.
- 8. Furnish and install cresote treated timber cross ties through the crossing.
- 9. Provide continuous welding of rails through the crossing.
- 10. Weld all rail joints within the limits of the crossing areas.
- 11. Furnish and place track ballast.
- 12. Raise the grade elevation of the track top of rail to match pavement grade elevation.
- 13. Furnish and install full depth concrete crossing panels and place he material centered on the roadway. All measurements shall be along the track.
- 14. The rail panel and ties will be installed as one unit, the roadway section passing through the railroad crossing will need to be closed during this operation.

WORK PERFORMED BY CONTRACTOR

- 1. Provide traffic control during reconstruction of the crossing and inform motorists of proposed lane closure and traffic detouring with appropriate warning signs seven days prior to construction.
- 2. If required, haul, onload, and stockpile base material within the crossing area. Base material will be paid for by the Town of Prosper.
- 3. Rebuild approach pavement with cement stabilized base and resurface with hot mix concrete pavement as required. Transition roadway to match proposed concrete panels.
- 4. Maintain and repair roadway to provide smooth approaches.
- 5. Replace pavement markings as required.
- 6. Town of Prosper maintenance office to contact first responders of road closure and the duration of the road closure.

RAILROAD: BNSF RAILWAY
SUBDIVISION: XXXX
DOT#: 672123R
RR MP: 679.84

NO.	DATE	REVISION	APPROV.



TEXAS
REGISTRATION NO.
F-5713

3000 Internet Boulevard
Suite 400
Frisco, TX 75034
(972) 377-7480

EXHIBIT A
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FOR THE PURPOSE OF INTERIM
REVIEW UNDER THE AUTHORITY OF
R. JAKE BENNETT, P.E. 107154
ON 2/23/2024
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES.

PRJ NO. 20T46004	
DESIGN CHECK	JB QGS
DRAWN CHECK	JB QGS
DATE	2/23/2024
SCALE	AS SHOWN



FIRST STREET RECONSTRUCTION		SHEET 2 OF 2
RAILROAD EXHIBIT A BNSF GRADE CROSSING PANELING GENERAL NOTES		SHEET NO.
TOWN OF PROSPER, TEXAS		21

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WORKSPACE:\TXDOT_2016
\\garver\cnc\local\data\Projects\2020\201746004 - Prosper First Street Reconstruction\Drawings\BNSF Ex Adgns\FS_BNSF_GN_103_req for non bridge structure (sheet 20).dgn
REVISED DATE:

PART 1 - GENERAL

1.01 DESCRIPTION

This project includes construction work within the Right-of-Way and/or properties of the Railroad Company and adjacent to its tracks, wire lines and other facilities. These sheets describe the minimum special requirements for coordination with the Railroad when working upon, over or under Railroad Right-of-Way or when impacting current or future Railroad operations. Coordinate with the Railroad while performing the work outlined herein, and afford the same cooperation with the Railroad as with TxDOT. Complete all submittals and work in accordance with TxDOT Standard Specifications, Railroad Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the Railroad Designated Representative.

For purposes of this project, the Railroad Designated Representative is the person or persons designated by the Railroad Manager of Industry and Public Projects to handle specific tasks related to the project.

1.02 REQUEST FOR INFORMATION / CLARIFICATION

Submit Requests for Information ("RFI") involving work within any Railroad Right-Of-Way to the TxDOT Engineer. The TxDOT Engineer will submit the RFI to the Railroad Designated Representative for review and approval for RFI's corresponding to work within Railroad Right-Of-Way. Allow six (6) weeks total time for review and approval, which includes four (4) weeks for review and approval by the Railroad.

1.03 PLANS / SPECIFICATIONS

TxDOT has received writtern Railroad approval of the plans and specifications for this project. Any revisions or changes in the plans after award of the Contract must have the approval of TxDOT and the Railroad.

PART 2 - UTILITIES AND FIBER OPTIC

Construct all utility installations in accordance with current AREMA recommendations, Railroad, TxDOT and owning utility specifications and requirements. Railroad general guidelines can be found on the Railroad website or by contacting the Railroad Designated Representative.

PART 3 - CONSTRUCTION

3.01 GENERAL

- A. Perform all work in compliance with all applicable Railroad, Federal Railroad Administration (FRA), and TxDOT rules and regulations. Arrange and conduct work in a manner that does not endanger or interfere with the safe operation of the tracks and property of the Railroad and the traffic moving on such tracks, or the wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the Work. The safe operation of Railroad train movements takes precedence over any work to be performed by the Contractor. The Contractor is responsible for train delay cost and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction or other activities.
- B. Construction activities within 12 feet of the operational tracks will only be allowed if absolutely necessary and the Railroad's Designated Representative grants approval. Construction activities within 12 feet of the operational track(s) preferably allow the tracks to stay operational. In such cases, coordination and approval by the Railroad Track Manager is required with regard to schedule, flagging, and slow orders. See Sections 3.07 and 3.08 for additional information.
- C. Provide track protection for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. When not in use, keep Contractor machinery and materials at least 50 feet from the Railroad's nearest track.
- D. Vehicular crossings of railroad track are allowed only at existing crossings, or haul road crossings developed with Railroad approval.
- E. The Contractor is also advised that new railroad facilities within the project may be built by the Railroad. If applicable, these facilities are delineated in the plans. Be aware of the limits of responsibilities and coordinate efforts with the Railroad and TxDOT.
- F. Railroad requirements do not allow work withing 50 feet of track centers when a train passes the work site and all personnel must clear the area within 50 feet of the track centerline and secure all equipment. Additional allowances may be pursued as outlined in 3.02 and 3.03.
- G. All permanent clearances shall be verified before project closing.

3.02 RAILROAD OPERATIONS

- A. Trains and/or equipment are expected on any track, at any time, in either direction. Become familiar with the train schedules in this location and structure bid assuming intermittent track windows in this period, as defined in Paragraph B that follows.
- B. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. Coordinate and schedule the work so that construction activities do not interfere with railroad operations.
- C. Coordinate work windows with TxDOT and the Railroad's Designated Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
1. Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and/or adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the Railroad flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the Railroad Designated Representative, from the tracks). Conditional Work Windows are available for the Project.
2. Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame, the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window, the railroad tracks and/or signals must be completely operational for train operations and all Railroad, Public Utilities Commission (PUC) and FRA requirements, codes and regulations for operational tracks must be satisfied. In the situation where the operating tracks and/or signals have been affected, the Railroad will perform inspections of the work prior to placing that track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for Railroad review.

3.03 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Do not perform any work within Railroad Right-of-Way without a valid executed Right of Entry Agreement if required on this project.
- B. Give advance notice to the Railroad as required in the "Contractor's Right of Entry Agreement" before commencing work in connection with construction upon or over Railroad Right-of-Way and observe the Railroad's rules and regulations with respect thereto.
- C. Perform all work upon Railroad Right-of-Way in a manner to avoid interference with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, submit the work method to the Railroad Designated Representative for approval. Approval does not relieve the Contractor from liability. Do not commence any work which requires flagging service or inspection service until the flagging protection required by the Railroad is available at the job site. See Section 3.15 for railroad flagging requirements.
- D. Make requests in writing for both Absolute and Conditional Work Windows, at least 30 days in advance of any work. Include in the written request:
1. Exactly what the work entails.
2. The days and hours that work will be performed.
3. The exact location of work, and proximity to the tracks.
4. The type of window requested and the amount of time requested.
5. The designated contact person.
- Provide a written confirmation notice to the Railroad at least 48 hours before commencing work in connection with approved work windows when work is within 25 feet of nearest rail. Perform all work in accordance with previously approved work plans.
- E. Make provisions to protect operations and property of the Railroad should a condition arising from, or in connection with the work, require immediate and unusual action. If in the judgment of the Railroad Designated Representative such provisions are insufficient, the Railroad Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the Railroad or TxDOT. The Railroad or TxDOT shall have the right to order the Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the Railroad Designated Representative, the Contractor's operations could endanger railroad operations. In the event of such an order, immediately notify TxDOT of the order.

3.04 INSURANCE

Do not begin work upon or over Railroad Right-of-Way until furnishing the Railroad with the insurance policies, binders, certificates and endorsements required by the "Contractor's Right-of-Entry Agreement", and until the Railroad Designated Representative has advised TxDOT that such Insurance is in accordance with the Agreement.

3.05 RAILROAD SAFETY ORIENTATION

- A. Complete the Railroad course "Orientation for Contractor's Safety", and maintain current registration prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually by Contractor and Subcontractor personnel working on site.
- "KCS/TEXMEX will not accept on-track safety training certificates from other railroads. Contractor's employees entering the KCS railroad shall hold current certificates at all times. The training can be had by contacting Larry Slater of TrackSense Inc. at 330-847-8661 or by email at lslater@neo.rr.com."
- B. Know and follow the "Contractor's Right of Entry Agreement" EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding closthing, personal protective equipment, and general safety requirements.

3.06 COOPERATION

The Railroad will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of Railroad Right-of-Way in performing the work.

3.07 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

Abide by the following minimum temporary clearances during the course of construction:

A. 15' - 0" (BNSF), 14'-0" (KCS), and 12'-0" (UPRR) horizontal from centerline of track.

B. 22' (KCS) and 21' - 6" (UPRR & BNSF) vertically above top of rail.

For construction clearance less than listed above, obtain local Railroad Operating Unit review and approval.

3.08 APPROVAL OF REDUCED CLEARANCES

- A. Maintain minimum track clearances during construction as specified in Section 3.07.
- B. Submit any proposed infringement on the specified minimum clearances to the Railroad Designated Representative through TxDOT at least 30 days in advance of the work. Do not proceed with such infringement without written approval by the Railroad Designated Representative.
- C. Do not commence work involving an approved infringement without receiving written assurance from the Railroad Designated Representative that arrangements have been made for any necessary flagging service.

SHEET 1 OF 2



Texas Department of Transportation

Traffic Operations Division

RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS

FILE:	DW: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© 1x001 October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

NO.	DATE	REVISION	APPROV.



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SCALE	AS SHOWN



FIRST STREET RECONSTRUCTION		SHEET 1 OF 2
RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS		SHEET NO.
TOWN OF PROSPER, TEXAS		22

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REVISED DATE:

DATE:
FILE:

3.09 MAINTENANCE OF RAILROAD FACILITIES

- A. Maintain all ditches and drainage structures free of silt or other obstructions resulting from Contractor's operations. Repair eroded areas and any other damage within Railroad Right-of Way and repair any other damage to the property of the Railroad, or its tenants.
- B. Perform all such maintenance and repair of damages due to the Contractor's operations at Contractor's expense.
- C. Submit a proposed method of erosion control for review by the Railroad prior to beginning any grading on the Project Site. Comply with all applicable local, state and federal regulations when developing and implementing such erosion control.

3.10 SITE INSPECTIONS BY RAILROAD'S DESIGNATED REPRESENTATIVE

- A. In addition to the office reviews of construction submittals, site inspections may be performed by the Railroad Designated Representative at significant points during construction, including the following if applicable:
1. Pre-construction meetings.
 2. Pile driving/drilling of caissons or drilled shafts.
 3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
 4. Erection of precast concrete or steel bridge superstructure.
 5. Placement of waterproofing (prior to placing ballast on bridge deck).
 6. Completion of the bridge structure.
- B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.
- C. Provide a detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to TxDOT for submittal to the Railroad Designated Representative for review prior to commencement of work. Include the anticipated dates when the above listed events will occur. Update this schedule for the above listed events as necessary and each month at a minimum to allow the Railroad to schedule site inspections.

3.11 RAILROAD REPRESENTATIVES

Railroad representatives, conductors, flag person or watch person will be provided by the Railroad at expense of TxDOT to protect Railroad facilities, property and movements of its trains or engines. In general, the Railroad will furnish such personnel or other protective services as follows:

- A. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from nearest rail of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.
- B. For any excavation below elevation of track subgrade if, in the opinion of the Railroad Designated Representative, track or other Railroad facilities may be subject to settlement or movement.
- C. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities, which, in the opinion of the Railroad Designated Representative, may endanger Railroad facilities or operations.
- D. During any Contractor's operations when, in the opinion of the Railroad Designated Representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- E. Arrange with the Railroad Designated Representative to provide the adequate number of flag persons to accomplish the work.

3.12 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by the Railroad's forces in connection with its operation at expense of TxDOT. This work by the Railroad will be done by its own forces and it is not a part of the Work under this Contract.

3.13 TRAFFIC CONTROL

Coordinate any operations that control traffic across or around Railroad facilities with the Railroad Designated Representative.

3.14 CONSTRUCTION EXCAVATIONS AND BORING ACTIVITIES UNDER TRACK

- A. Take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of TxDOT, OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. The project plans indicate whether there are fiber optic lines or other such telecommunications systems that require consideration. Regardless, contact the necessary call center to determine if such cable systems are present:
- UPRR 1-800-336-9193
7:00 AM to 9:00 PM CST Monday-Friday except holidays,
staffed 24 hrs/day for emergencies
48 hrs notice required
- BNSF 1-800-533-2891
24 hour number
5 working days notice required
- KCS 1-800-344-8377
Texas One Call, a 24 hour number
48 hrs notice required, excluding weekends and holidays
- If a telecommunications system is buried anywhere on or near Railroad property, coordinate with TxDOT, the Railroad and the Telecommunication Company(ies) to arrange for relocation or protective measures prior to beginning work on or near Railroad property. Refer to the project General Notes for additional information.
- C. Projects involving a boring or jack and bore operation under track such as drainage pipes or culverts and utilities require an installation plan reviewed and approved by the Railroad and TxDOT prior to proceeding with such construction. A railroad inspector and contractor-assisted monitoring of ground and track movement is required to maintain safe passage of rail traffic. Stop installation and do not allow passage of trains if movements in excess of 1/4" vertical or horizontal is detected in the tracks. Immediately repair the damage to the satisfaction of TxDOT and the Railroad before proceeding.

3.15 RAILROAD FLAGGING

Per the RIGHT OF ENTRY agreement for flagging, notify the Railroad Representative at least 10 working days in advance of Contractor work and at least 30 working days in advance of any Contractor work in which any person or equipment will be within 25 feet of nearest rail.

3.16 CLEANING OF RIGHT-OF-WAY

When work is complete, remove all tools, implements, and other materials brought into Railroad Right-of-Way and leave the Right-of-Way in a clean and presentable condition to the satisfaction of TxDOT and the Railroad.

SHEET 2 OF 2



Texas Department of Transportation

Traffic
Operations
Division

RAILROAD REQUIREMENTS
FOR NON-BRIDGE
CONSTRUCTION PROJECTS

FILE#	DWG	TxDOT	CHK	TxDOT	DWG	TxDOT	CHK	TxDOT
© TxDOT October 2014	CONT	SECT		JOB				HIGHWAY
REVISIONS								
	DIST			COUNTY				SHEET NO.

NO.	DATE	REVISION	APPROV.



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PRJ NO.	20T46004
DESIGN CHECK	JB QGS
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DATE	2/23/2024
SCALE	AS SHOWN



FIRST STREET
RECONSTRUCTION

RAILROAD REQUIREMENTS
FOR NON-BRIDGE
CONSTRUCTION PROJECTS

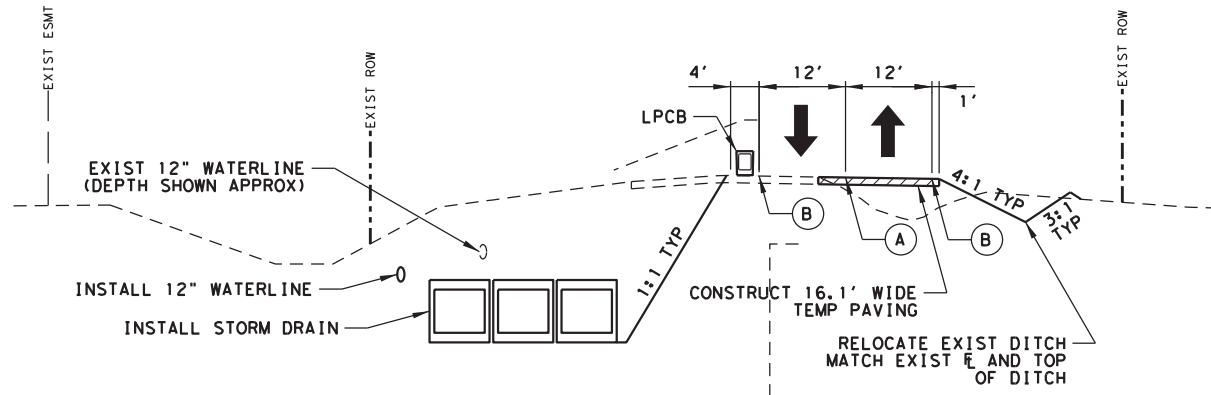
TOWN OF PROSPER, TEXAS

SHEET
2 OF 2

SHEET NO.

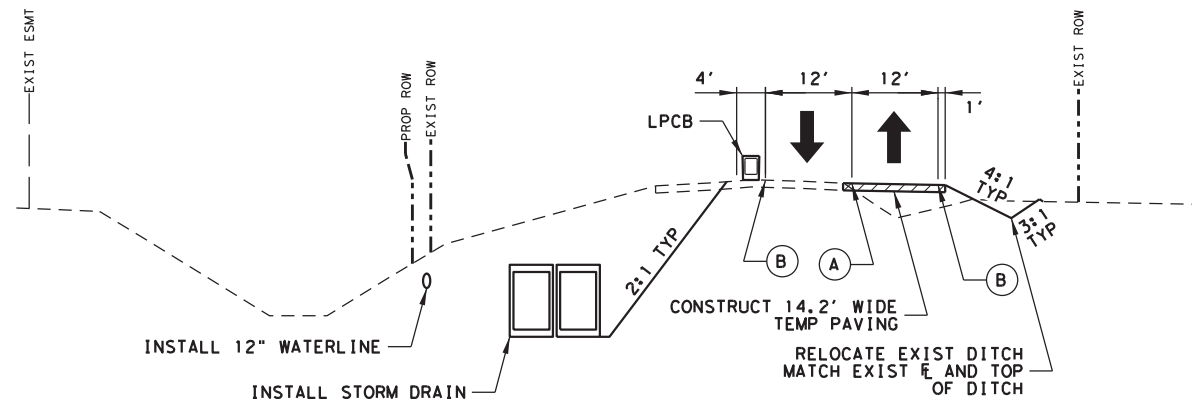
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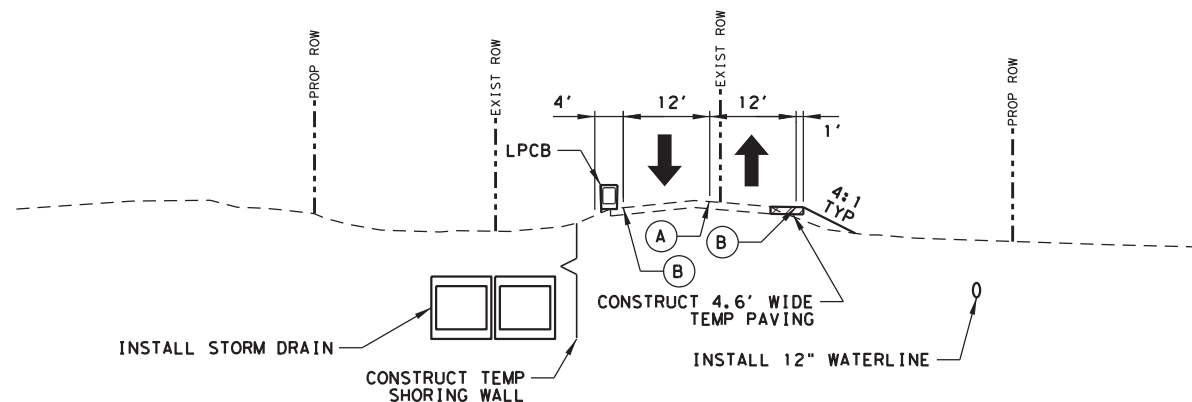
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PHASE I TYPICAL SECTION
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PHASE I TYPICAL SECTION
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CONCEPT:

1. INSTALL RAILROAD CONCRETE CROSSING ON ROADWAY
2. INSTALL PROPOSED WATERLINE
3. CONSTRUCT TEMP PAVING
4. INSTALL PROPOSED STORM DRAIN
5. INSTALL PROPOSED SANITARY SEWER LATERALS

ALL WORK SHALL BE BY OPEN CUT DURING OFF-PEAK HOURS AND THE TRENCH SHALL BE BACKFILLED OR STEEL PLATED (HS-20 STEEL PLATES) PRIOR TO PEAK HOUR TRAFFIC.

WORK PERFORMED THIS PHASE:

1. INSTALL PROPOSED WATERLINE AND REMOVE EXIST FH'S & WV'S.
2. INSTALL PROPOSED SANITARY SEWER LATERAL.
3. INSTALL TEMP PAVING AND MODIFY EXISTING DITCHES AS NEEDED.
4. SHIFT TRAFFIC.
5. CONSTRUCT TEMP SHORING WALL.
6. INSTALL STORM DRAIN TRUNKLINE AND NORTH SIDE LATERALS.
 - A. LATERALS TO THE SOUTH TO BE CONSTRUCTED WITHIN TRENCH LIMITS AND TEMP CAPPED.

SPECIAL NOTES:

1. PROPOSED CONCRETE CROSSINGS ON ROADWAY TO BE INSTALLED BY BNSF RAILROAD PRIOR TO START OF PHASE 1. PROPOSED CONCRETE CROSSINGS ON TRAIL TO BE INSTALLED BY BNSF RAILROAD PRIOR TO CONSTRUCTION OF TRAIL APPROACHES.
2. MCKINLEY STREET INTERSECTION AT FIRST STREET SHALL BE CLOSED DURING THIS PHASE FOR INSTALLATION OF STORM DRAIN. CONTRACTOR SHALL PROVIDE DETOUR SIGNAGE IN ACCORDANCE WITH THE TMUTCD TO DETOUR TRAFFIC THROUGH COLEMAN STREET AND BROADWAY STREET FOR MCKINLEY STREET INGRESS AND EGRESS. CONTRACTOR SHALL MINIMIZE ROAD CLOSURE DURATION AND PROVIDE TEMPORARY PAVING FOR ACCESS FOLLOWING COMPLETION OF STORM DRAIN INSTALLATION.
3. CONTRACTOR SHALL NOT CLOSE ROADS OR DRIVES FOR CONSTRUCTION UNLESS SPECIFIED IN THE PLANS. ANY ROADS OR DRIVES WITHOUT ADDITIONAL DIRECTION PROVIDED SHALL BE CONSTRUCTED IN TWO PARTS SO AS TO ALLOW ACCESS AT ALL TIMES.
4. CONTRACTOR SHALL CONTINUE TO WORK IN OTHER AREAS OF THE PROJECT WHEN WAITING ON THE RAILROAD. CONTRACTOR SHALL NOT BE ALLOWED TO MAKE A DELAY OF WORK CLAIM BASED UPON RAILROAD CONSTRUCTION ACTIVITIES.

CONTRACTOR SHALL PROVIDE THEIR
OWN TCP AND DETOUR PLAN FOR
WATERLINE, SANITARY SEWER,
AND STORM SEWER
CONSTRUCTION FOR APPROVAL BY
THE TOWN OF PROSPER

CONTRACTOR SHALL BE RESPONSIBLE
FOR PHASING SANITARY SEWER CONSTRUCTION.
ANY ADDITIONAL WORK DUE TO
MEANS AND METHODS OF CONSTRUCTION
WILL BE CONSIDERED SUBSIDIARY TO
BID ITEM "BYPASS PUMPING"

CONTRACTOR SHALL PROVIDE A MINIMUM
OF FOUR (4) ARROW/MESSAGE BOARDS
THROUGHOUT THE DURATION OF CONSTRUCTION
OF THE PROJECT AND THEY SHALL BE CONSIDERED
SUBSIDIARY TO BARRICADES & TRAFFIC CONTROL
(NO SEPARATE PAY)

LEGEND

- TEMP PAVING PLACED THIS PHASE (4" HMA TY B)
- TEMP PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE
- PERM PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE (DRIVEWAY)
- TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX)
- CHANNELIZING DEVICE
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC FLOW
- LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.)
- TEMPORARY SHORING WALL
- (A) WRK ZN PAV MRK DBL (Y) (4") (SLD) (TEMP)
- (B) WRK ZN PAV MRK (W) (4") (SLD) (TEMP)
- (C) WRK ZN PAV MRK (W) (4") (2' STRIPE W/ 2' GAP) (TEMP)
- (D) WRK ZN PAV MRK (W) (8") (2' STRIPE W/ 2' GAP) (TEMP)

NOTES:

1. REFER TO TXDOT STANDARDS BC(1)-14 TO BC(12)-14 FOR ADVANCE WARNING SIGNS LAYOUT INFORMATION.
2. VERTICAL PANELS IN TOWN ROW AND/OR BARRELS IN TXDOT ROW SHALL BE PLACED AT 30' C-C ON TANGENTS AND TAPERS OR AT 10' C-C ON A RADIUS IN CONFORMANCE WITH THE TMUTCD.
3. ARROWS SHOWN ARE FOR CONTRACTORS INFORMATION ONLY AND ARE THERE ONLY TO INDICATE WHERE TRAFFIC SHOULD BE DURING EACH PHASE OF THE CONSTRUCTION.
4. ALL DIMENSIONS AND QUANTITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY.
5. THE PROVIDED TRAFFIC CONTROL PLAN IS A GO-BY. THE CONTRACTOR MAY MAKE DEVIATIONS FROM THE PROVIDED PLAN. ANY DEVIATION FROM THIS TRAFFIC CONTROL PLAN WILL REQUIRE TRAFFIC CONTROL PLANS SIGNED AND SEALED BY A TEXAS P.E. SUBMITTED TO THE TOWN OF PROSPER FOR REVIEW AND ACCEPTANCE.
6. CONTRACTOR SHALL MAINTAIN/RE-ESTABLISH THE EXISTING DITCH FLOWLINE AFTER CONSTRUCTING THE TEMP PAVING BY REGRADING A NEW DITCH (NO SEP. PAY).
7. CONTRACTOR SHALL MAINTAIN DRIVEWAY AND STREET ACCESS TO ALL PROPERTIES DURING PHASED CONSTRUCTION. COST FOR ANY TEMPORARY PAVEMENT NEEDED TO MAINTAIN ACCESS SHALL BE CONSIDERED SUBSIDIARY TO BARRICADES AND TRAFFIC CONTROL. REFER TO SPECIAL NOTES IN THE TCP NARRATIVE FOR ADDITIONAL DETAILS.
8. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EXISTING AND TEMPORARY PAVING AND ENSURING PROPER DRAINAGE DURING ALL CONSTRUCTION PHASES. ANY DAMAGE TO EXISTING OR TEMPORARY PAVING SHALL BE REPAIRED BY THE CONTRACTOR (SUBSIDIARY TO BARRICADES AND TRAFFIC CONTROL).

NO.	DATE	REVISION	APPROV.



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EXHIBIT A

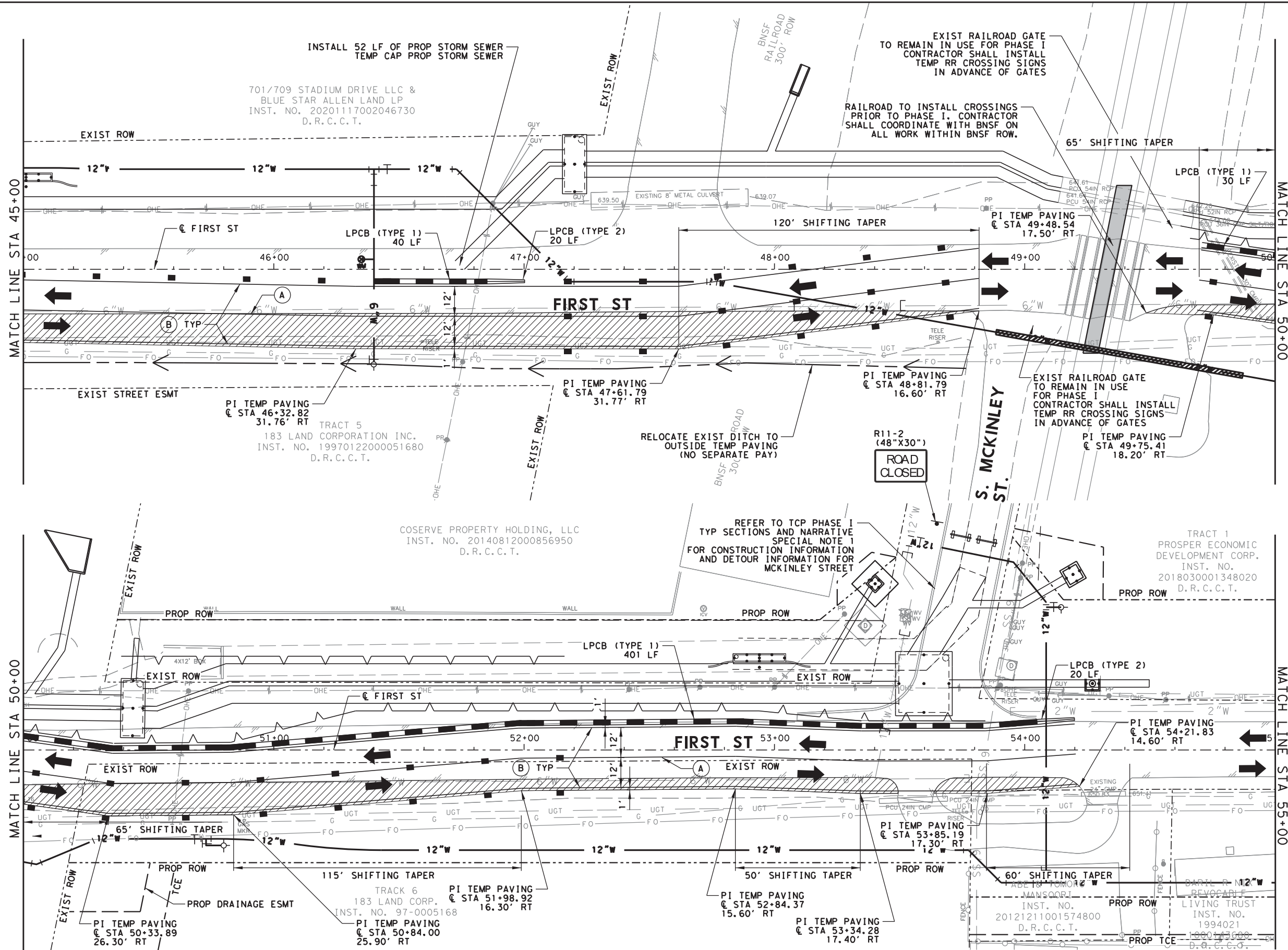
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FIRST STREET RECONSTRUCTION	SHEET 1 OF 10
TRAFFIC CONTROL PLAN	SHEET NO.
PHASE I TYP SECTIONS AND NARRATIVE	24
TOWN OF PROSPER, TEXAS	

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REVISED DATE:



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(IN FEET)
1" = 40' HORIZ.

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LEGEND

- TEMP PAVING PLACED THIS PHASE (4" HMAC TY B)
- TEMP PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE
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NOTES:

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TEXAS
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F-5713

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EXHIBIT A

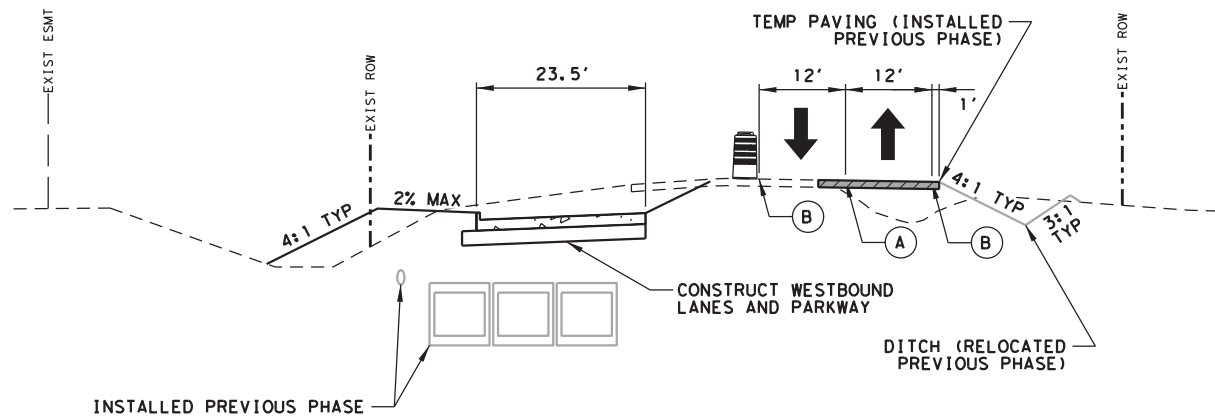
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DRAWN CHECK	JB QGS
DATE	2/23/2024
SCALE	AS SHOWN



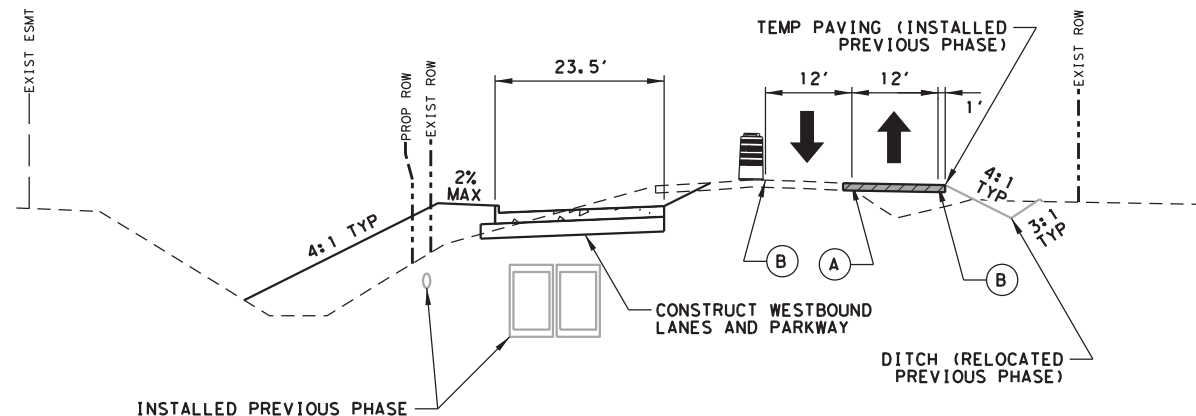
FIRST STREET RECONSTRUCTION		SHEET 2 OF 10
TRAFFIC CONTROL PLAN		
PHASE I		SHEET NO.
TOWN OF PROSPER, TEXAS		25

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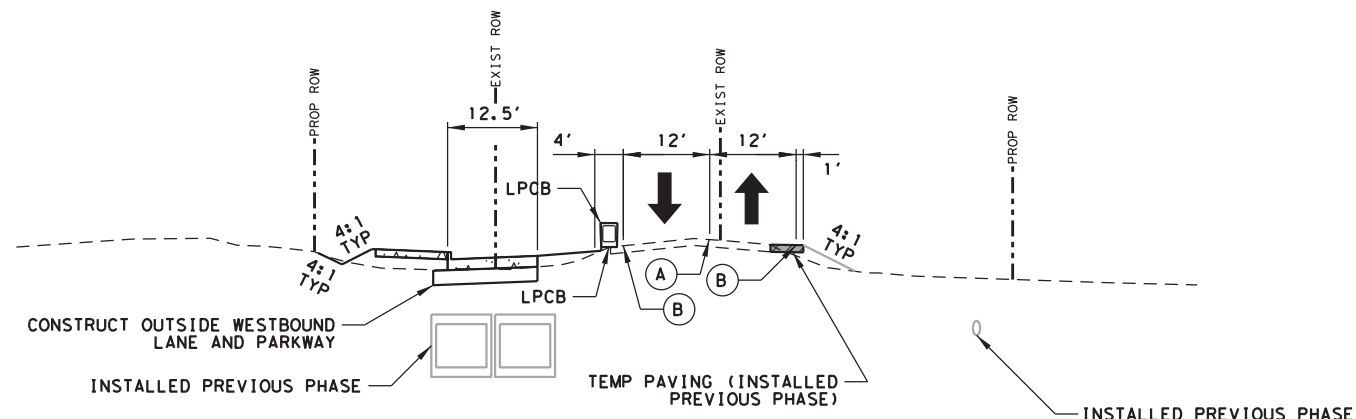
PHASE II TYPICAL SECTION
STA 25+80 SHOWN

NTS



PHASE II TYPICAL SECTION
STA 37+00 SHOWN

NTS



PHASE II TYPICAL SECTION
STA 52+40 SHOWN

NTS

CONCEPT:

1. CONSTRUCT WESTBOUND LANES AND PARKWAY.
2. CONSTRUCT NORTHERN-MOST (OUTSIDE) WESTBOUND LANE EAST OF THE RAILROAD.

WORK PERFORMED THIS PHASE:

1. CONSTRUCT WESTBOUND LANES.
A. PROPOSED SUB-GRADE AND PAVING.
2. COMPLETE INLET CONSTRUCTIONS ALONG THE NORTH CURB AND BEHIND THE CURB.
3. CONSTRUCT PARKWAY AND SLOPES NORTH OF THE PROPOSED PAVING IN THIS PHASE.

SPECIAL NOTES:

1. THE DRIVEWAYS AND CROSS STREETS ARE TO BE CONSTRUCTED 1/2 OF THE WIDTH AT A TIME UNLESS ANOTHER OPTION IS APPROVED BY THE TOWN REPRESENTATIVE.
2. AREAS OF DRIVEWAY REPLACEMENT- FINAL CONSTRUCTION OF THESE AREAS MUST BE COMPLETED WITHIN 48 HOURS ONCE THE REMOVAL OF THESE AREAS HAS BEGUN.
3. SINCE MCKINLEY STREET TRAFFIC IS ON DETOUR, THIS INTERSECTION SHALL BE CONSTRUCTED AT ONE TIME IN LIEU OF 50/50. CONTRACTOR SHALL PROVIDE DETOUR SIGNAGE IN ACCORDANCE WITH THE TMUTCD TO DETOUR TRAFFIC THROUGH COLEMAN STREET AND BROADWAY STREET FOR MCKINLEY STREET INGRESS AND EGRESS. CONTRACTOR SHALL MINIMIZE ROAD CLOSURE DURATION AND PROVIDE TEMPORARY PAVING FOR ACCESS FOLLOWING COMPLETION OF CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE FLAGGERS AT CROSS-STREET CONSTRUCTION TO MONITOR INGRESS/EGRESS DURING CONSTRUCTION (NO SEPARATE PAY).
5. CONTRACTOR SHALL NOT CLOSE ROADS OR DRIVES FOR CONSTRUCTION UNLESS SPECIFIED IN THE PLANS. ANY ROADS OR DRIVES WITHOUT ADDITIONAL DIRECTION PROVIDED SHALL BE CONSTRUCTED IN TWO PARTS SO AS TO ALLOW ACCESS AT ALL TIMES. REFER TO SPECIAL NOTE 1 FOR ADDITIONAL DETAILS.

LEGEND

- | | |
|-----|--|
| | TEMP PAVING PLACED THIS PHASE (4" HMA TY B) |
| | TEMP PAVING PLACED PREVIOUS PHASE |
| | PERM PAVING PLACED THIS PHASE |
| | PERM PAVING PLACED PREVIOUS PHASE |
| | PERM PAVING PLACED THIS PHASE (DRIVEWAY) |
| | TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX) |
| | CHANNELIZING DEVICE |
| | TYPE III BARRICADE |
| | DIRECTION OF TRAFFIC FLOW |
| | LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.) |
| | TEMPORARY SHORING WALL |
| (A) | WRK ZN PAV MRK DBL (Y) (4") (SLD) (TEMP) |
| (B) | WRK ZN PAV MRK (W) (4") (SLD) (TEMP) |
| (C) | WRK ZN PAV MRK (W) (4") (2' STRIPE W/ 2' GAP) (TEMP) |
| (D) | WRK ZN PAV MRK (W) (8") (2' STRIPE W/ 2' GAP) (TEMP) |

NOTES:

1. REFER TO TXDOT STANDARDS BC(1)-14 TO BC(12)-14 FOR ADVANCE WARNING SIGNS LAYOUT INFORMATION.
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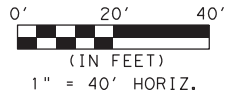
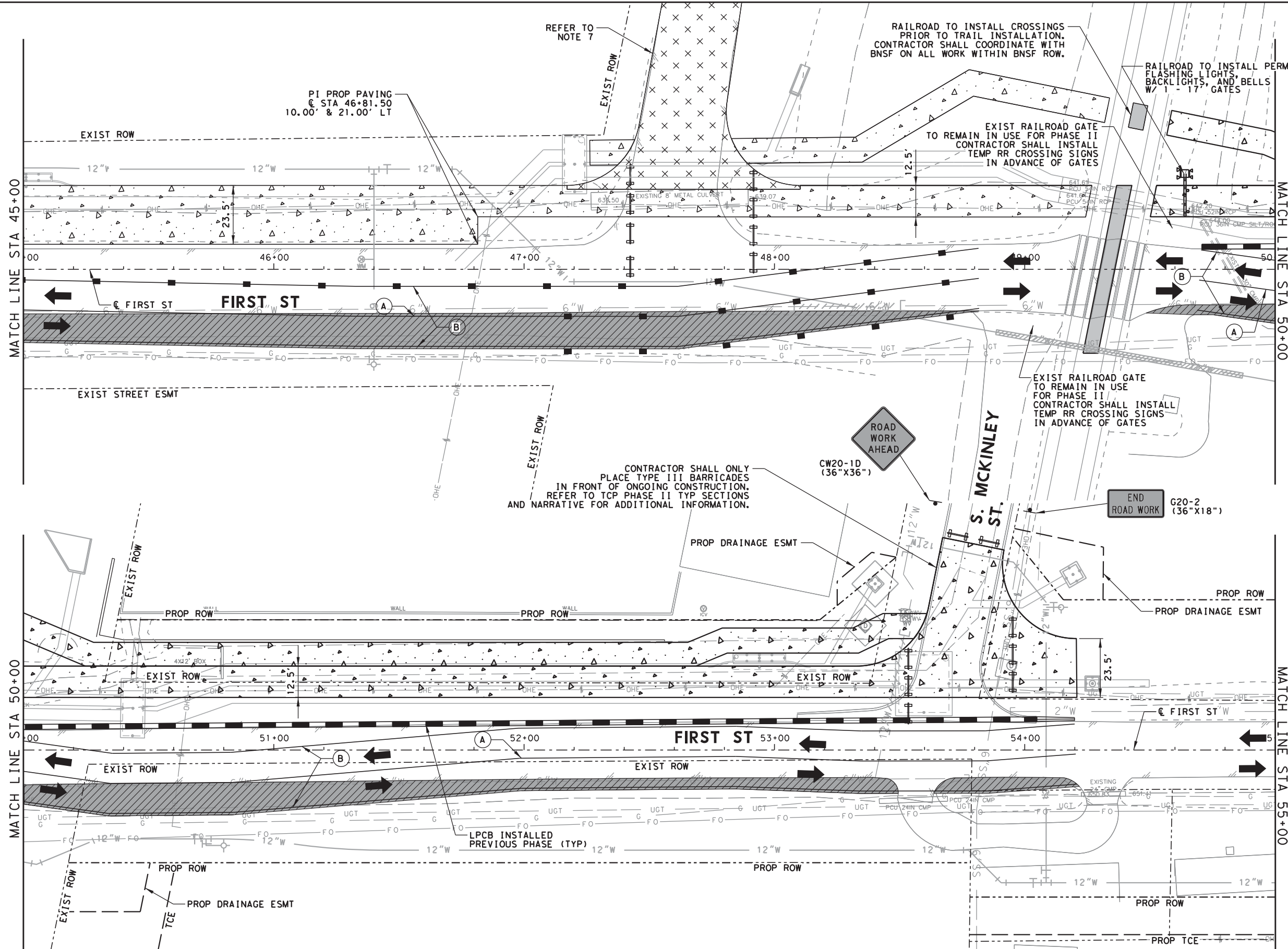
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FIRST STREET RECONSTRUCTION	SHEET 3 OF 10
TRAFFIC CONTROL PLAN	SHEET NO.
PHASE II TYP SECTIONS AND NARRATIVE	26
TOWN OF PROSPER, TEXAS	

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REVISED DATE:



LEGEND

- TEMP PAVING PLACED THIS PHASE (4" HMAc TY B)
- TEMP PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE
- PERM PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE (DRIVEWAY)
- TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX)
- CHANNELIZING DEVICE
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC FLOW
- LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.)
- TEMPORARY SHORING WALL
- (A) WRK ZN PAV MRK DBL (Y) (4") (SLD) (TEMP)
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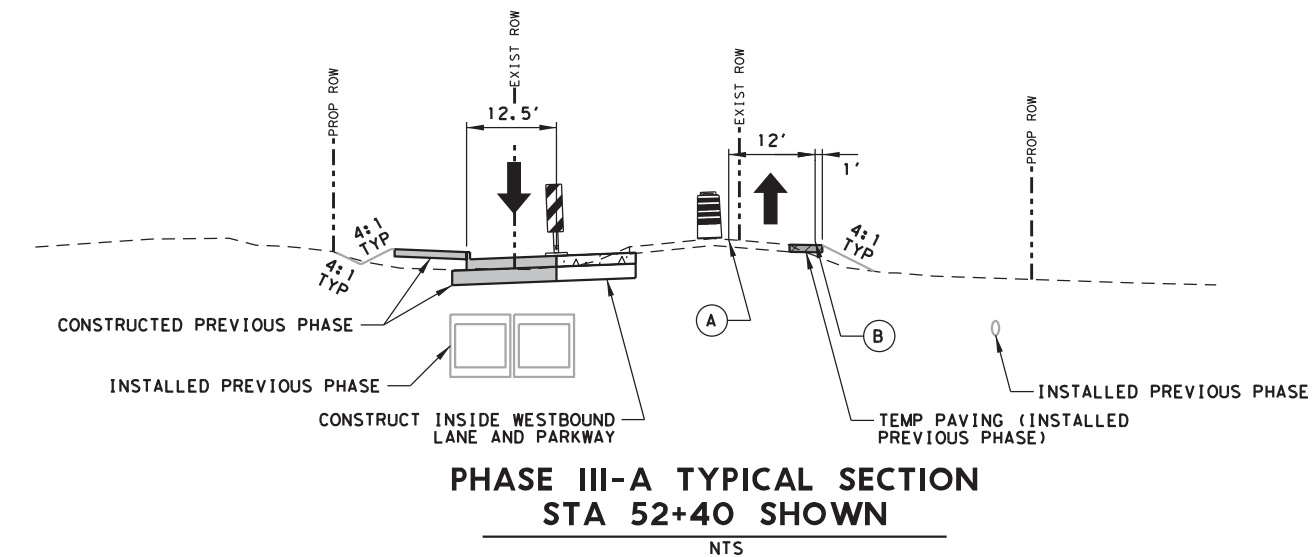
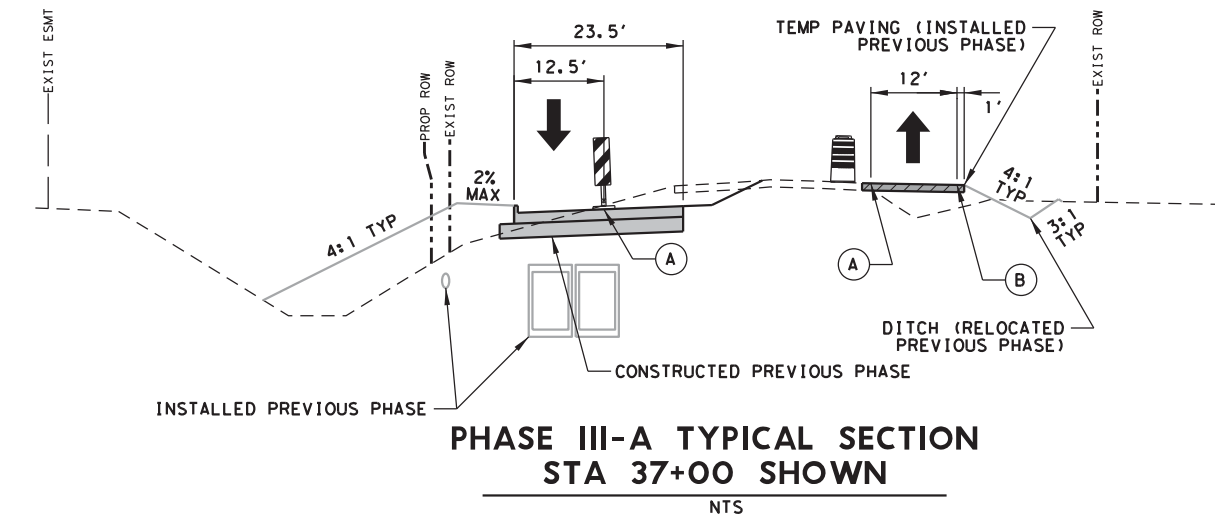
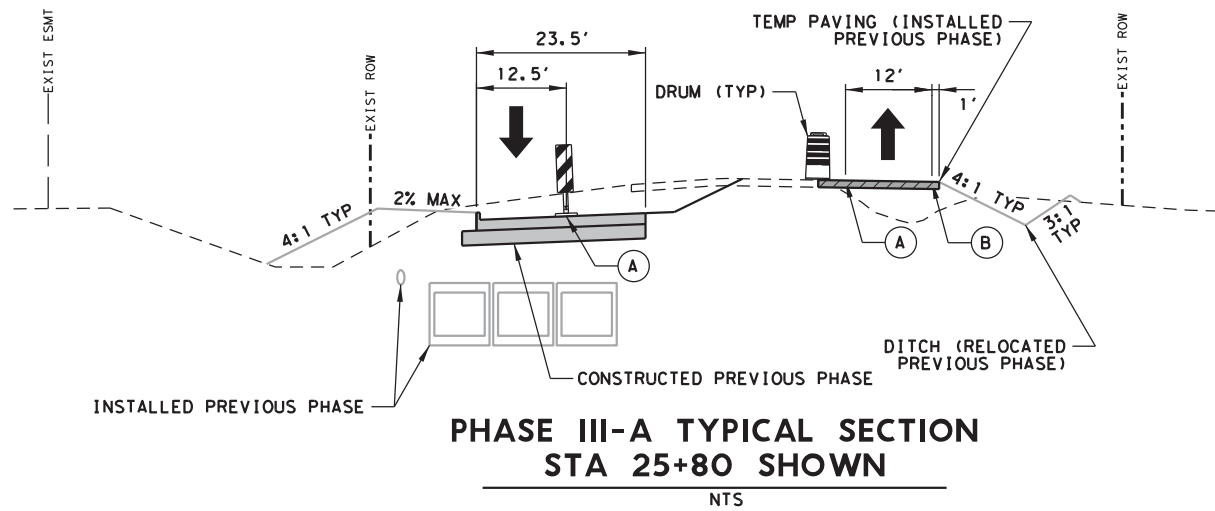


FIRST STREET RECONSTRUCTION	
TRAFFIC CONTROL PLAN	
PHASE II	
TOWN OF PROSPER, TEXAS	

SHEET
4 OF 10

SHEET NO.
27

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CONCEPT:

- SHIFT WESTBOUND TRAFFIC TO NEWLY CONSTRUCTED PAVEMENT.
- CONSTRUCT SOUTHERN-MOST (INSIDE) WESTBOUND LANE AND SLOPE TO EXISTING ROADWAY AT THE FOLLOWING LOCATIONS:
 - APPROACHING THE RAILROAD FROM THE WEST.
 - EAST OF THE RAILROAD.
 - NEXT TO THE INTERSECTION OF FIRST STREET AND DALLAS PARKWAY.

WORK PERFORMED THIS PHASE:

- CONSTRUCT SOUTHERN-MOST (INSIDE) WESTBOUND LANE IN LOCATIONS INDICATED IN THE PLANS.
 - PROPOSED SUB-GRADE AND PAVING.
- UNCAP LATERALS AND INSTALL ADDITIONAL LATERAL RCP AS INDICATED IN THE PLAN AND RE-INSTALL CAP.

SPECIAL NOTES:

- AS THE PROPOSED PAVING IS COMPLETED, CONTRACTOR SHALL INSTALL FLEX BASE MATERIAL AT CROSS STREETS AND DRIVEWAYS FOR MEDIAN CROSS OVER WHERE THE SLOPE WILL BE LESS THAN 10%. (NO SEPARATE PAY).
- CONTRACTOR SHALL COORDINATE THESE LOCATIONS WITH THE TOWN PRIOR TO FLEX BASE INSTALLATION.
- THE DRIVEWAYS AND CROSS STREETS ARE TO BE CONSTRUCTED 1/2 OF THE WIDTH AT A TIME UNLESS ANOTHER OPTION IS APPROVED BY THE TOWN REPRESENTATIVE.
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LEGEND

- TEMP PAVING PLACED THIS PHASE (4" HMA TY B)
- TEMP PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE
- PERM PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE (DRIVEWAY)
- TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX)
- CHANNELIZING DEVICE
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC FLOW
- LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.)
- TEMPORARY SHORING WALL
- WRK ZN PAV MRK DBL (Y) (4") (SLD) (TEMP)
- WRK ZN PAV MRK (W) (4") (SLD) (TEMP)
- WRK ZN PAV MRK (W) (4") (2' STRIPE W/ 2' GAP) (TEMP)
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NOTES:

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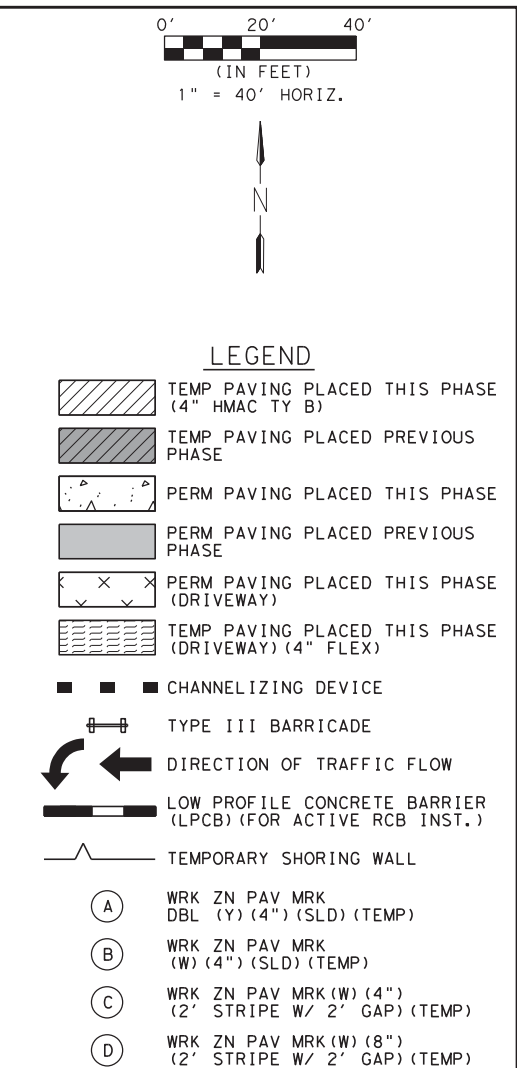
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DATE	2/23/2024
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TOWN OF PROSPER

A Place Where Everyone Matters

FIRST STREET RECONSTRUCTION		SHEET 5 OF 10
TRAFFIC CONTROL PLAN		SHEET NO.
PHASE III TYP SECTIONS AND NARRATIVE		28
TOWN OF PROSPER, TEXAS		



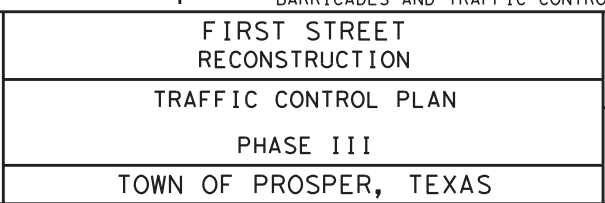
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CONCEPT:

1. CONSTRUCT EASTBOUND LANES AND PARKWAY.

WORK PERFORMED THIS PHASE:

1. INSTALL STORM DRAIN LATERALS, TRUNKLINE, AND INLETS WITHIN EASTBOUND PAVING LIMITS.
2. CONSTRUCT EASTBOUND LANES
A. PROPOSED SUB-GRADE AND PAVING.
3. CONSTRUCT PARKWAY AND SLOPES SOUTH OF THE PROPOSED PAVING IN THIS PHASE.

SPECIAL NOTES:

1. THE DRIVEWAYS AND CROSS STREETS ARE TO BE CONSTRUCTED 1/2 OF THE WIDTH AT A TIME UNLESS ANOTHER OPTION IS APPROVED BY THE TOWN REPRESENTATIVE.
2. AREAS OF DRIVEWAY REPLACEMENT- FINAL CONSTRUCTION OF THESE AREAS MUST BE COMPLETED WITHIN 48 HOURS ONCE THE REMOVAL OF THESE AREAS HAS BEGUN.
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LEGEND

TEMP PAVING PLACED THIS PHASE (4" HMAC TY B)

TEMP PAVING PLACED PREVIOUS PHASE

PERM PAVING PLACED THIS PHASE

PERM PAVING PLACED PREVIOUS PHASE

PERM PAVING PLACED THIS PHASE (DRIVEWAY)

TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX)

CHANNELIZING DEVICE

TYPE III BARRICADE

DIRECTION OF TRAFFIC FLOW

LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.)

TEMPORARY SHORING WALL

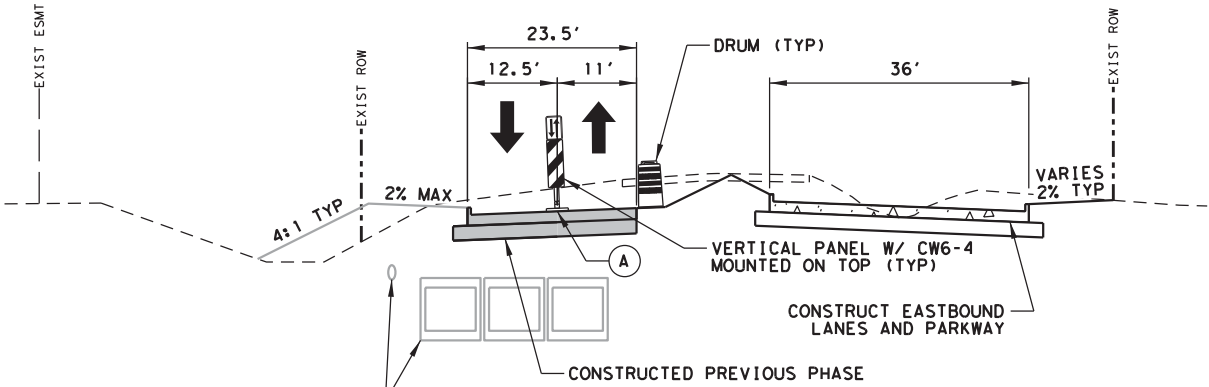
(A) WRK ZN PAV MRK DBL (Y) (4") (SLD) (TEMP)

(B) WRK ZN PAV MRK (W) (4") (SLD) (TEMP)

(C) WRK ZN PAV MRK (W) (4") (2' STRIPE W/ 2' GAP) (TEMP)

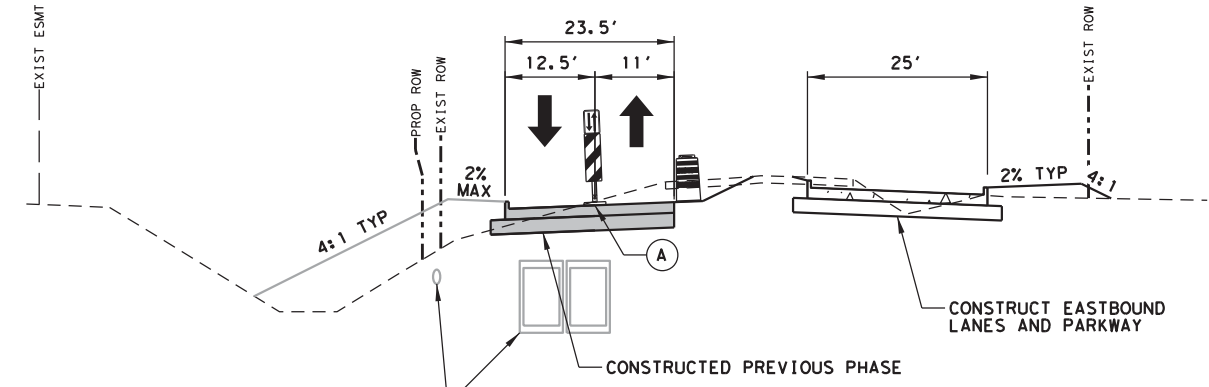
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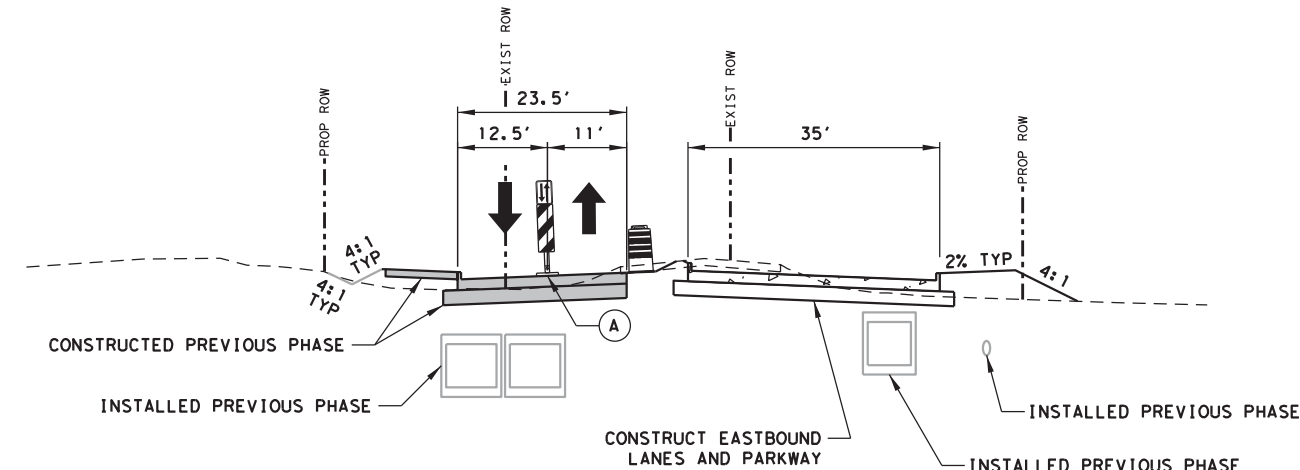
PHASE IV TYPICAL SECTION
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PHASE IV TYPICAL SECTION
STA 37+00 SHOWN

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PHASE IV TYPICAL SECTION
STA 52+40 SHOWN

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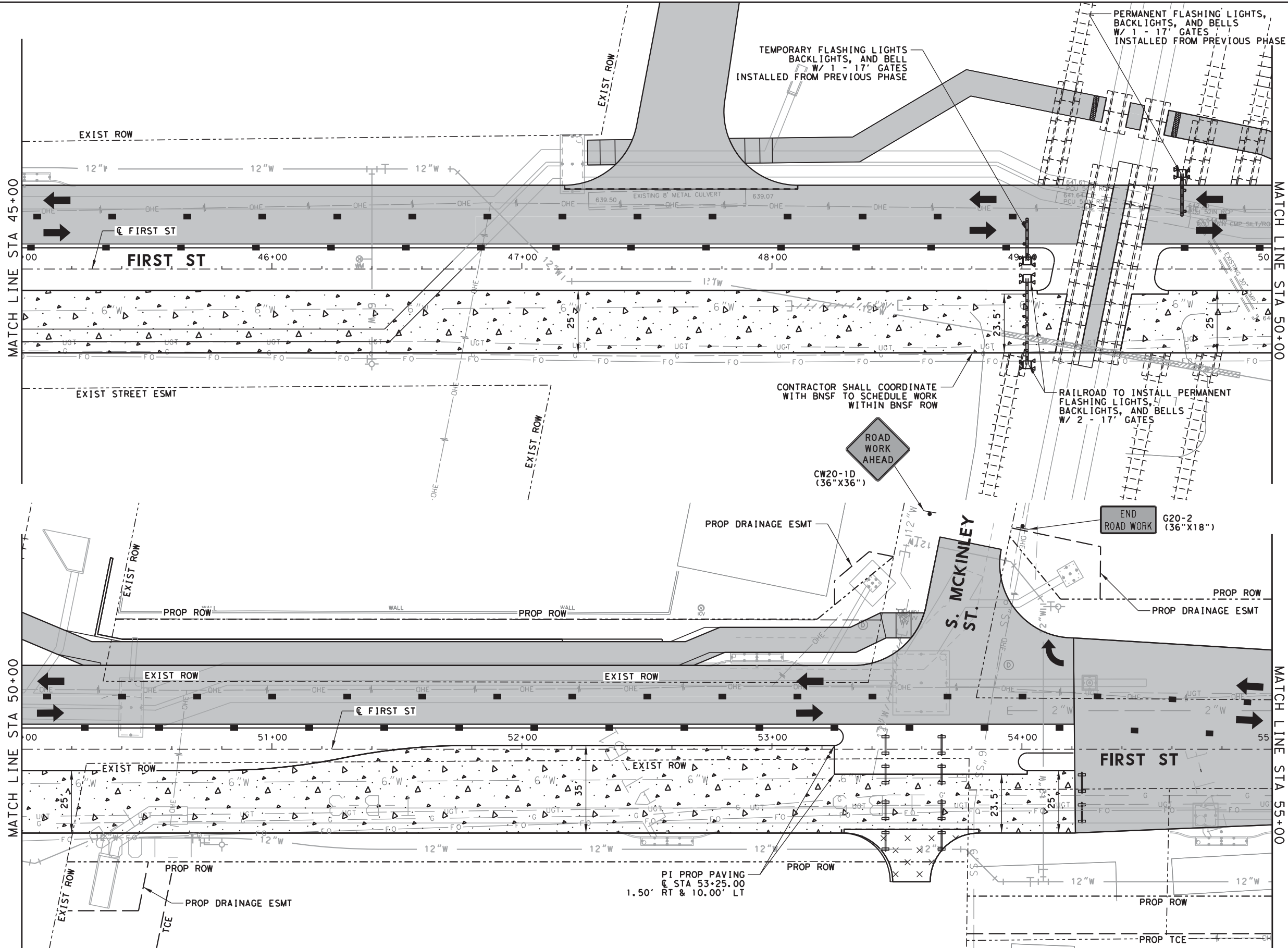
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FIRST STREET RECONSTRUCTION	SHEET 7 OF 10
TRAFFIC CONTROL PLAN	SHEET NO.
PHASE IV TYP SECTIONS AND NARRATIVE	30
TOWN OF PROSPER, TEXAS	

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0' 20' 40'
(IN FEET)
1" = 40' HORIZ.

N

LEGEND

- TEMP PAVING PLACED THIS PHASE (4" HMAC TY B)
- TEMP PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE
- PERM PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE (DRIVEWAY)
- TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX)
- CHANNELIZING DEVICE
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC FLOW
- LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.)
- TEMPORARY SHORING WALL
- WRK ZN PAV MRK DBL (Y) (4") (SLD) (TEMP)
- WRK ZN PAV MRK (W) (4") (SLD) (TEMP)
- WRK ZN PAV MRK (W) (4") (2' STRIPE W/ 2' GAP) (TEMP)
- WRK ZN PAV MRK (W) (8") (2' STRIPE W/ 2' GAP) (TEMP)

- NOTES:**
- REFER TO TXDOT STANDARDS BC(1)-14 TO BC(12)-14 FOR ADVANCE WARNING SIGNS LAYOUT INFORMATION.
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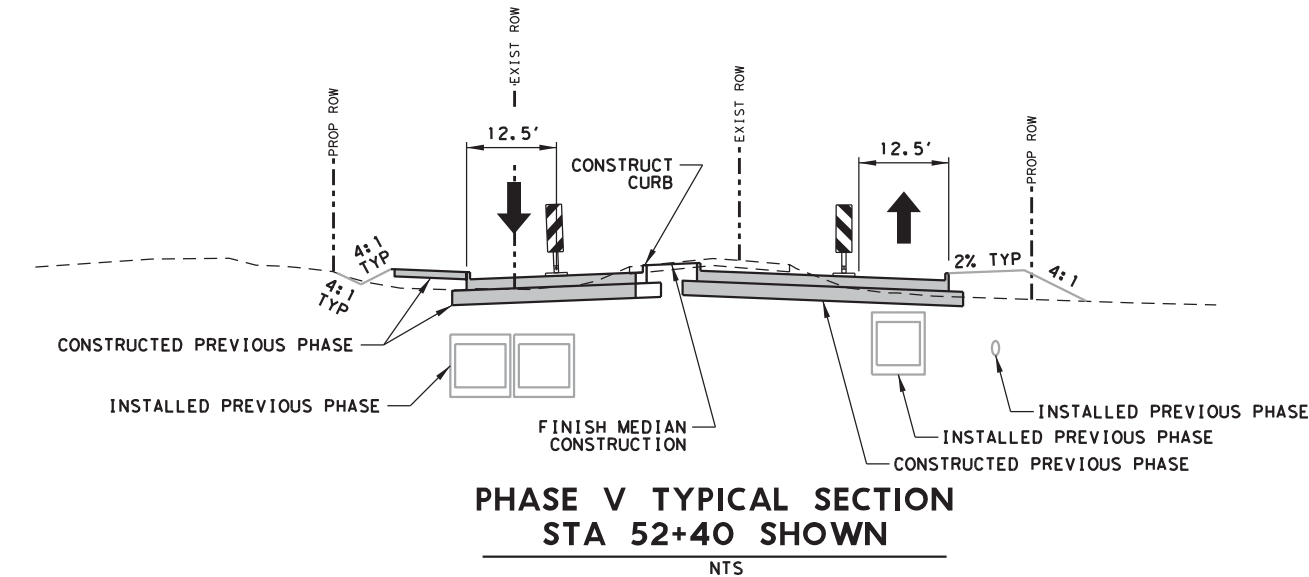
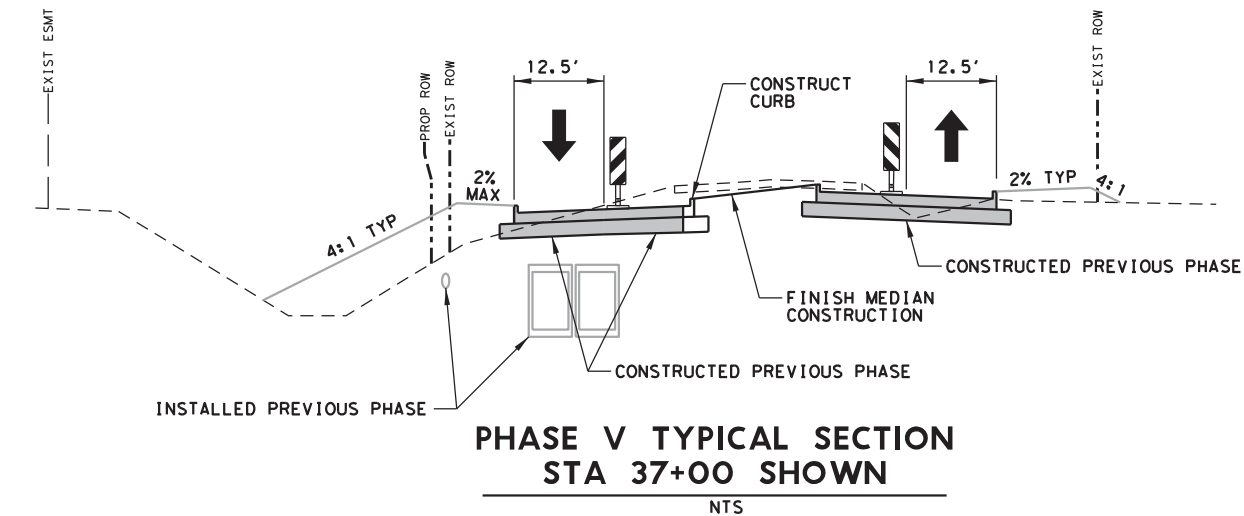
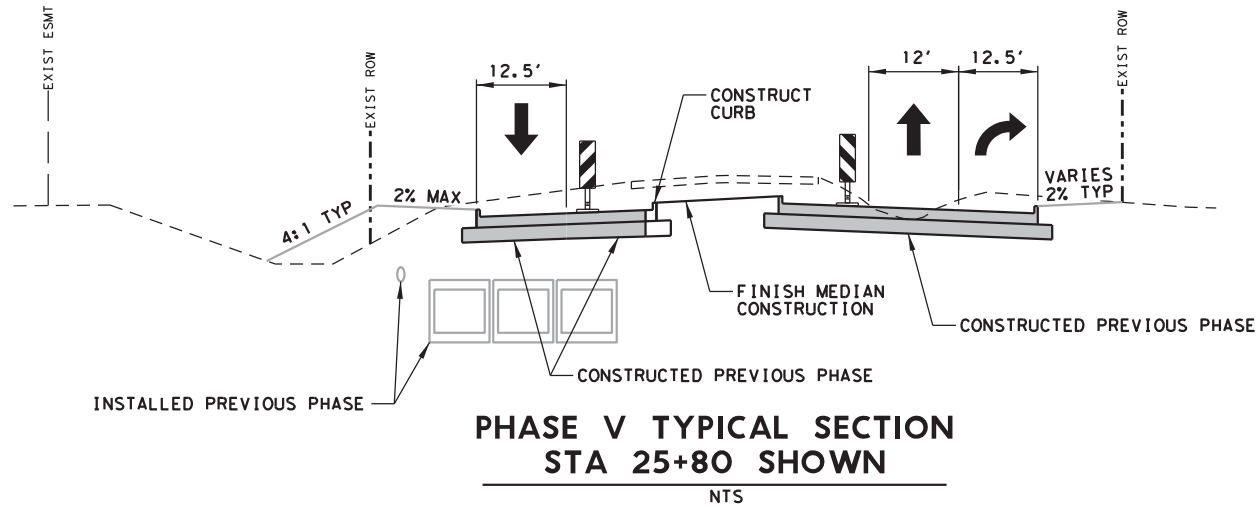
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PRJ NO.	20T46004
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DATE	2/23/2024
SCALE	AS SHOWN



FIRST STREET RECONSTRUCTION	SHEET 8 OF 10
TRAFFIC CONTROL PLAN	
PHASE IV	SHEET NO.
TOWN OF PROSPER, TEXAS	31

2/23/2024 9:44:48 AM
WORKSPACE:TXDOT_2016
\\garver\c:\localdata\Projects\2020\201746004 - Prosper First Street Reconstruction\Drawings\BNSF Ex Adgns\FS_BNSF_TCP_TYP_501.dgn
REVISED DATE:



CONCEPT:

1. CONSTRUCT REMAINDER OF PAVING
1. INSTALL FINAL MEDIAN SOD AND LANDSCAPING

WORK PERFORMED THIS PHASE:

1. CONSTRUCT REMAINDER OF FIRST STREET PAVING AND CURB.
A. PROPOSED SUB-GRADE AND PAVING.
2. INSTALL ALL IRRIGATION CONDUIT AND IRRIGATION SYSTEMS.
3. INSTALL FINAL MEDIAN SOD & LANDSCAPING.
4. IRRIGATE MEDIANS UNTIL GRASS AND LANDSCAPING ARE ESTABLISHED.

SPECIAL NOTES:

1. MEDIAN OPENINGS SHALL BE CONSTRUCTED 50% AT A TIME AND SHALL BE OPENED TO TRAFFIC AS SOON AS POSSIBLE.
2. CONTRACTOR SHALL MAINTAIN TEMP MEDIAN OPENINGS IN SELECT AREAS FOR TRAFFIC TO BE ABLE TO SWITCH DIRECTIONS UNTIL MEDIAN OPENINGS ARE CONSTRUCTED ON BOTH SIDES OF THE RAILROAD CROSSING.
3. THE DRIVEWAYS AND CROSS STREETS ARE TO BE CONSTRUCTED 1/2 OF THE WIDTH AT A TIME UNLESS ANOTHER OPTION IS APPROVED BY THE TOWN REPRESENTATIVE.
4. CONTRACTOR SHALL NOT CLOSE ROADS OR DRIVES FOR CONSTRUCTION UNLESS SPECIFIED IN THE PLANS. ANY ROADS OR DRIVES WITHOUT ADDITIONAL DIRECTION PROVIDED SHALL BE CONSTRUCTED IN TWO PARTS SO AS TO ALLOW ACCESS AT ALL TIMES. REFER TO SPECIAL NOTE 3 FOR ADDITIONAL DETAILS.

LEGEND

- TEMP PAVING PLACED THIS PHASE (4" HMA TY B)
- TEMP PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE
- PERM PAVING PLACED PREVIOUS PHASE
- PERM PAVING PLACED THIS PHASE (DRIVEWAY)
- TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX)
- CHANNELIZING DEVICE
- TYPE III BARRICADE
- DIRECTION OF TRAFFIC FLOW
- LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.)
- TEMPORARY SHORING WALL
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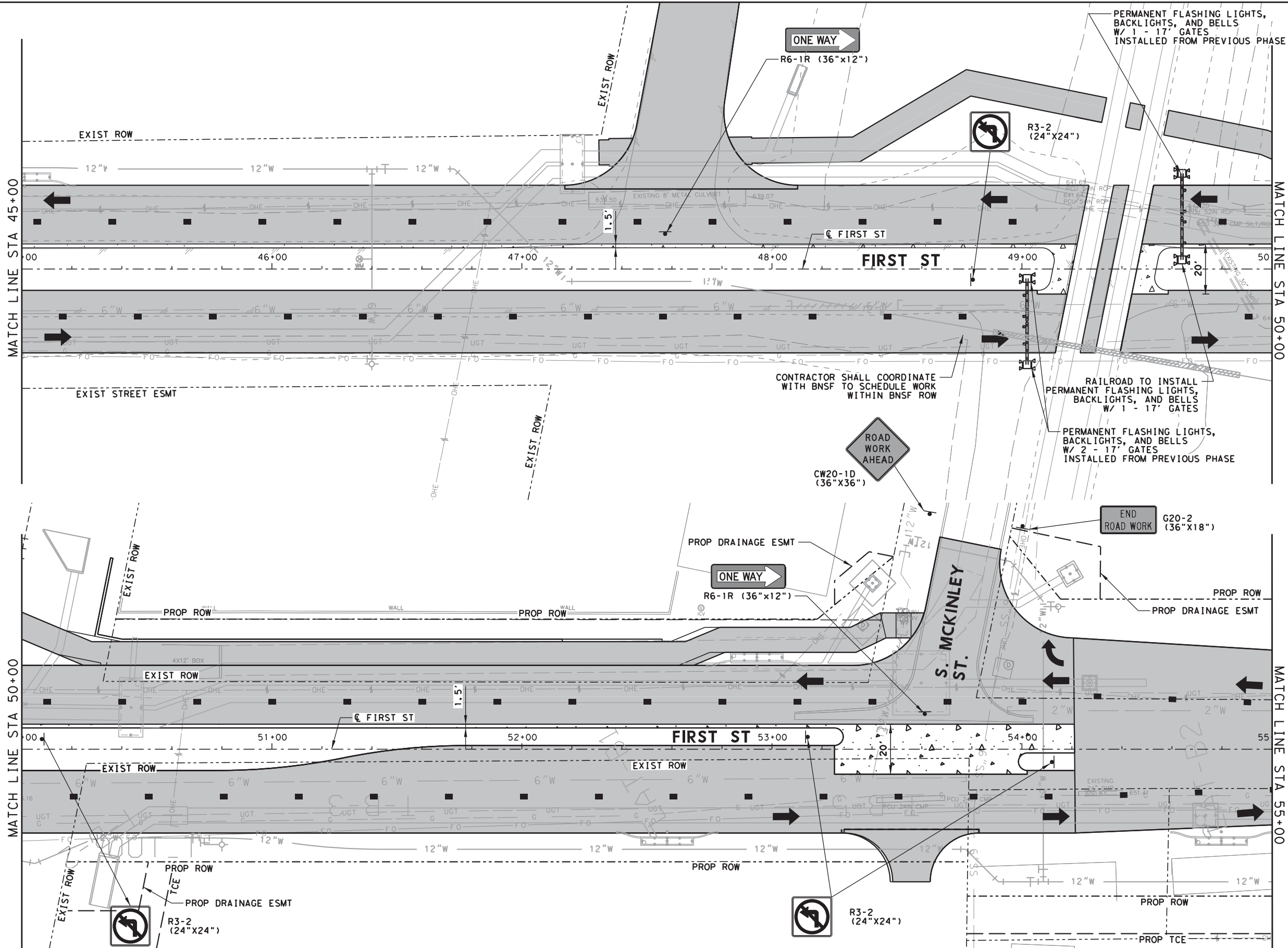


TOWN OF PROSPER

A Place Where Everyone Matters

FIRST STREET RECONSTRUCTION	SHEET 9 OF 10
TRAFFIC CONTROL PLAN	SHEET NO.
PHASE V TYP SECTIONS AND NARRATIVE	32
TOWN OF PROSPER, TEXAS	

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WORKSPACE:TXDOT_2016
\\garver\nc:\localdata\Projects\2020\201746004 - Prosper First Street Reconstruction\Drawings\BNSF Ex Adgns\FS_BNSF_TCP_504.dgn
REVISED DATE:



0' 20' 40'
(IN FEET)
1" = 40' HORIZ.

N

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TEMP PAVING PLACED PREVIOUS PHASE

PERM PAVING PLACED THIS PHASE

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PERM PAVING PLACED THIS PHASE (DRIVEWAY)

TEMP PAVING PLACED THIS PHASE (DRIVEWAY) (4" FLEX)

CHANNELIZING DEVICE

TYPE III BARRICADE

DIRECTION OF TRAFFIC FLOW

LOW PROFILE CONCRETE BARRIER (LPCB) (FOR ACTIVE RCB INST.)

TEMPORARY SHORING WALL

A

WRK ZN PAV MRK DBL (Y) (4") (SLD) (TEMP)

B

WRK ZN PAV MRK (W) (4") (SLD) (TEMP)

C

WRK ZN PAV MRK (W) (4") (2' STRIPE W/ 2' GAP) (TEMP)

D

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FIRST STREET RECONSTRUCTION		SHEET 10 OF 10
TRAFFIC CONTROL PLAN		SHEET NO.
PHASE V		33
TOWN OF PROSPER, TEXAS		

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I. WORK AT CROSSING LOCATIONS (AT GRADE, HIGHWAY OVERPASS, HIGHWAY UNDERPASS, PEDESTRIAN, OR CLOSED/ABANDONED)

DOT #: 672123R
Crossing Type: At-Grade
RR Company Owning Track at Crossing: BNSF
Operating RR Company at Track: BNSF
RR MP: 679.84
RR Subdivision:
City: Town of Prosper
County: Collin
CSJ at this Crossing:
Highway/Roadway name crossing the railroad: First Street
• of regularly scheduled trains per day at this crossing:
• of switching movements per day at this crossing:
% of estimated contract cost of work within railroad ROW:

Scope of Work at this Crossing to Be Performed by Contractor:
Widen roadway through crossing.

Scope of Work at this Crossing to Be Performed by Railroad Company:
Relocate railroad signals and extend concrete planking.

II. OTHER PROJECT WORK WITHIN RAILROAD RIGHTS-OF-WAY (ROW)

None

III. FLAGGING

• of Days of Railroad Flagging Expected: **
On this project, night or weekend flagging is:
☐ Expected
☒ Not Expected

Flagging services will be provided by:
☐ Railroad Company: TxDOT will pay flagging invoices
☒ Outside Party: Contractor will pay flagging invoices, to be reimbursed by TxDOT

Contractor must incorporate flaggers into anticipated construction schedule. The railroad requires a 30 day notice if their flaggers are to be utilized. If contractor falls behind schedule due to their own negligence and is not ready for scheduled flaggers, any flagging charges will be paid by Contractor.

Contact Information for Flagging:
Railpros-BNSF
(877) 315-0513 ext 116
bnsf.info@railpros.com

IV. CONSTRUCTION WORK TO BE PERFORMED BY THE RAILROAD

On this project, construction work to be performed by a railroad company is:
☒ Required
☐ Not Required

Coordinate with TxDOT for any work to be performed by the railroad company. TxDOT must issue a work order for any work done by the railroad company prior to the work being performed.

V. RAILROAD INSURANCE REQUIREMENTS

Contractor shall provide the proper insurance as shown in the table below.

Insurance policies must be issued for and on behalf of the Railroad. Where more than one Railroad Company is operating on the same right of way or where several railroad companies are involved and operate on their own separate rights of way, provide separate insurance policies in the name of each Railroad Company.

No direct compensation will be made to the contractor for providing the insurance coverages shown below or any deductibles. These costs are incidental to the various bid items.

Type of Insurance	Amount of Coverage (Minimum)
Workers Compensation	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$2,000,000 / \$4,000,000
Business Automobile	\$2,000,000 combined single limit
Railroad Protective Liability	\$2,000,000 / \$6,000,000

VI. CONTRACTOR'S RIGHT-OF-ENTRY (ROE) AGREEMENT

On this project, a ROE agreement is:
☐ Not Required
☐ Required: TxDOT to assist in obtaining (see Item 5, Article 8.3)

With the following railroad companies:

☒ Required: Contractor to obtain (see Item 5, Article 8.4)

With the following railroad companies: BNSF

Contractor shall not operate within railroad rights of way without an executed Construction & Maintenance agreement between the Town of Prosper and the railroad and an executed ROE agreement between the contractor and the railroad if required on project.

VII. RAILROAD COORDINATION MEETING

On this project, a Railroad Coordination Meeting is:
☐ Not Required
☒ Required


See Item 5, Article 8.1 for more details.

VIII. SUBCONTRACTORS

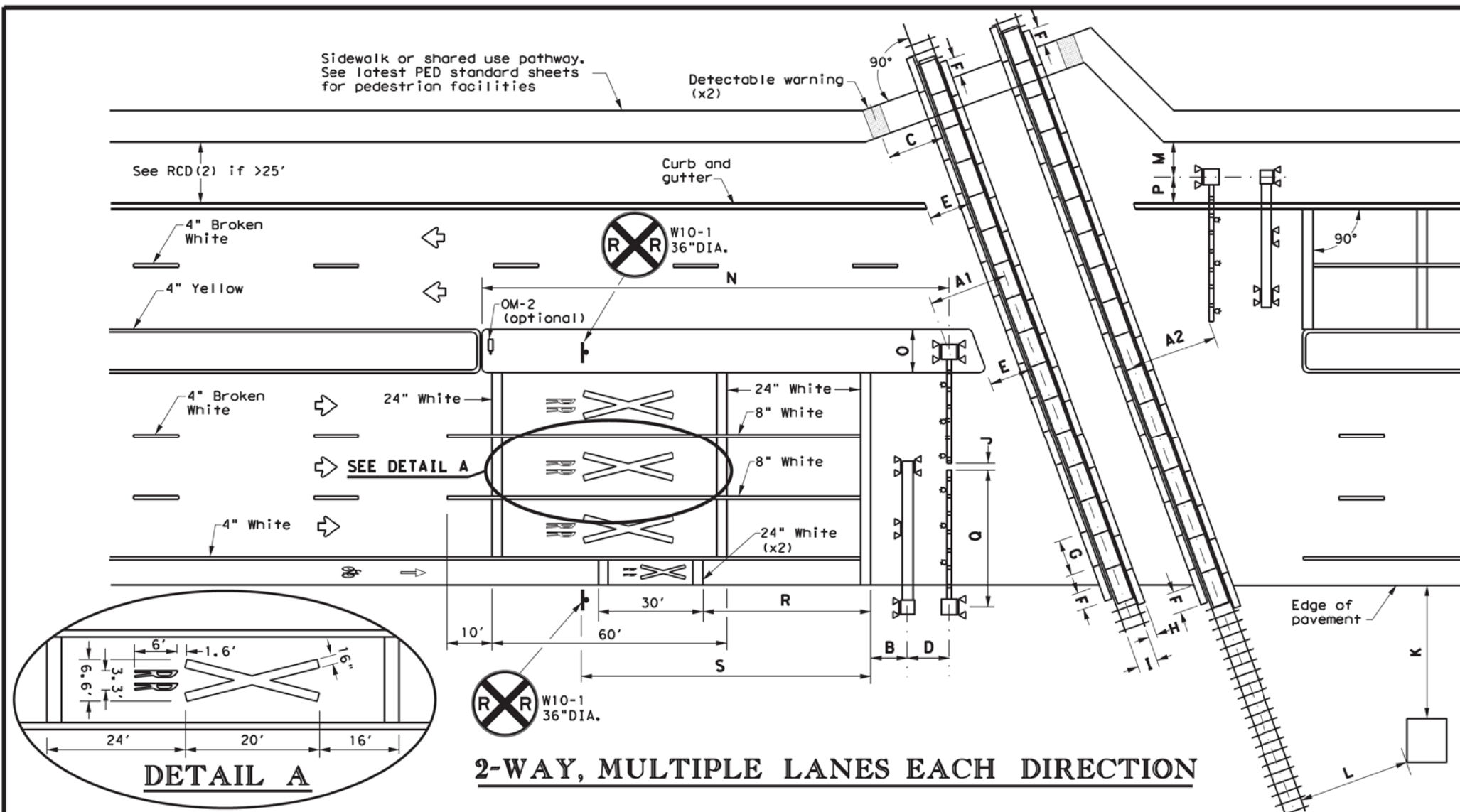
Contractor shall not subcontract work without written consent of TxDOT. Subcontractors are required to maintain the same insurance coverage as required of the Contractor.

IX. EMERGENCY NOTIFICATION

In Case of Railroad Emergency
Call BNSF Emergency Line
at (800) 832-5452
RR Milepost: 679.84
Location: DOT# 672123R

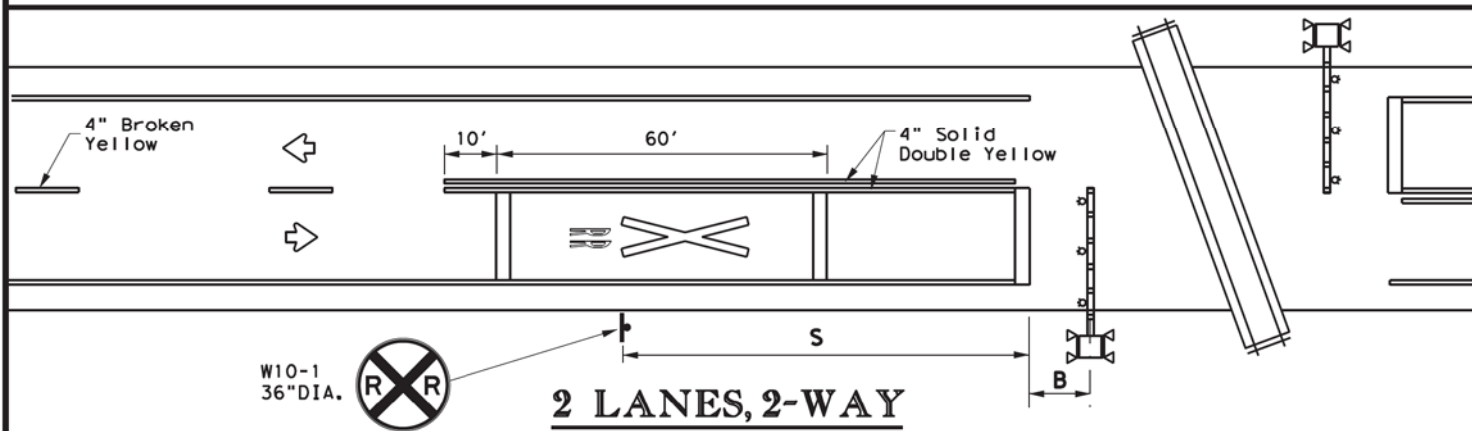
				Traffic Operations Division	
RAILROAD SCOPE OF WORK PROJECT SPECIFIC DETAILS					
FILE: RR Scope of Work.dgn	DN: TxDOT	CK:	DW:	CK:	
© TxDOT June 2014	CONT	SECT	JOB	HIGHWAY	
10/2015	REVISIONS				
	DIST	COUNTY	SHEET NO.		
	Collin		34		

DATE:
FILE:



NOTES

- A1: Center of RR mast to center of rail: 12' minimum, 15' typical.
- A2: Tip of gate to center of rail: 12' minimum, 15' typical.
- B: Center of mast (cantilever, gate, or mast flasher) of nearest active traffic control device to stop line: 8' (NOTE: Stop line may be moved as needed, but should be at least 8' back from gates, if present).
- C: Center of detectable warning device to nearest rail: 6' minimum
- D: Center of gate mast to center of cantilever mast: 6' typical.
NOTE: Cantilever may be located in front or behind gates.
- E: Edge of median or curb to nearest rail: 10' typical.
NOTE: Design median edge to be parallel with rail.
- F: Edge of planking panel from edge of pavement or sidewalk: 3' minimum.
NOTE: Field panels need not be in line with gauge panels.
- G: Length of panels along rail: 8' typical.
- H: Width of field panel: 2' typical (check with railroad company).
- I: Distance between rails: 4'-8.5".
- J: Tip of gate to tip of gate: 2' maximum for Quiet Zone SSM or 90% of traveled way covered by gates for all other locations.
- K: Nearest edge of RR cabin from edge of pavement: 30' typical.
NOTE: Cabinet not required to be parallel to edge of pavement.
- L: Nearest edge of RR cabin from nearest rail: 25' typical.
- M: Center of RR mast to edge of sidewalk: 6' minimum.
- N: Center of gate mast to leading edge of non-traversable median: 100' minimum to qualify as a Quiet Zone SSM. NOTE: 60' will suffice if there is a street intersection within the 100' and all street intersections within 60' are closed.
- O: Width of median: 8'-6" minimum, 10' typical when using median gates.
NOTE: Center of gate mast minimum 4'-3" from face of curb.
- P: Center of RR mast to face of curb: 4'-3" minimum.
Center of RR mast to edge of pavement (with shoulder): 6' minimum
Center of RR mast to edge of pavement (no shoulder): 8'-3" minimum
NOTE: BNSF prefers 5'-3", 7', and 9'-3" minimums, respectively.
- Q: Gate length: 28' or less typical, but railroad company may allow up to 32' under special circumstances.
- R: Stop line to first RR Crossing transverse line (bike lane): 50' typical.
- S: Stop line to GRADE CROSSING ADVANCE WARNING (W10-1) sign and adjacent RR Crossing pavement markings. See Table 1. See RCD(2) for other signs.

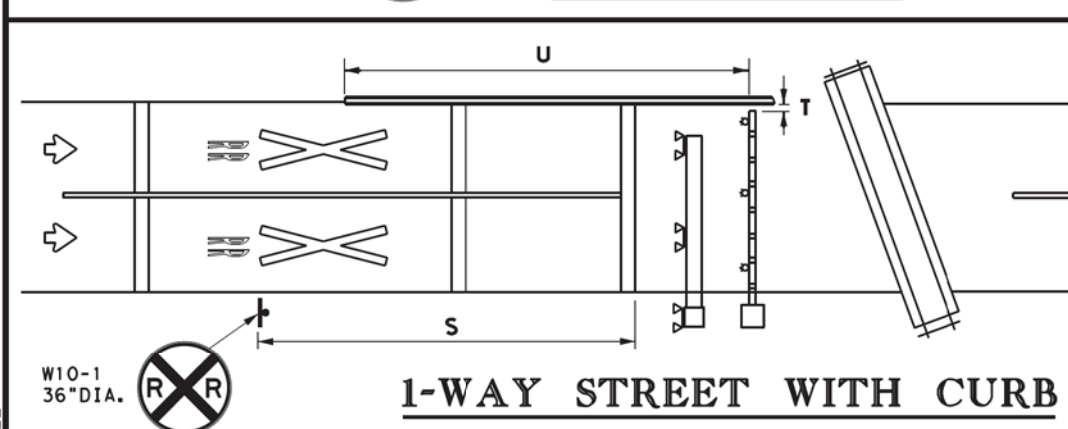


Approach Speed (mph)	Desirable Placement (feet)
20	100
25	100
30	100
35	100
40	125
45	175
50	250
55	325
60	400
65	475
70	550
75	650

LEGEND	
	Sign
	Object Marker
	Traffic Flow
	Cantilever
	Gate Assembly
	Mast Flasher Pair

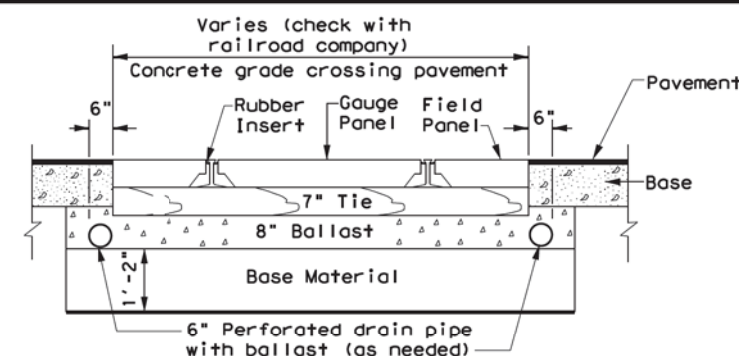
GENERAL NOTES

1. Medians and curbs must be non-traversable to qualify as a Quiet Zone Supplementary Safety Measure (SSM). Non-traversable curbs in Quiet Zones are 6" tall minimum and used on roadways where speed does not exceed 40 mph.
2. Raised pavement markers may be used to supplement striping. See PM(2) and PM(3) standard sheets.
3. Medians preferred whenever possible to prevent vehicles from driving around gates.
4. Longitudinal edge striping may be continued thru crossing as needed. Illumination may also be considered for nighttime visibility.
5. See SMD standard sheets for sign mounting details.
6. See the Standard Highway Sign Design for Texas (SHSD) manual for sign and pavement marking details.



NOTES

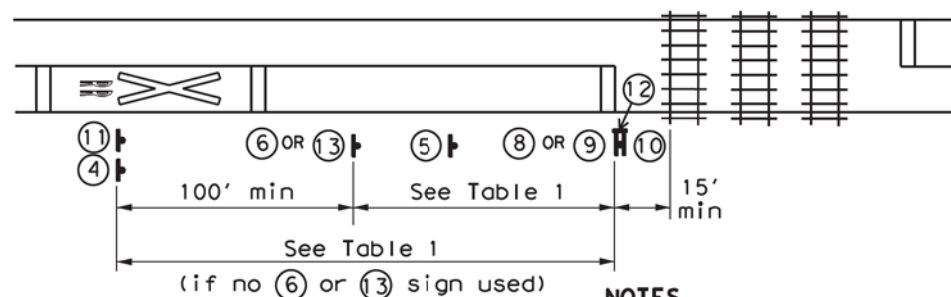
- T: Tip of gate to edge of curb:
1' max for Quiet Zone SSM,
90% of traveled way covered
by gates for all other
locations
- U: Non-traversable curb
length from gate: 100' min.
for a Quiet Zone SSM,
10' min for all other
locations.



CROSSING SURFACE CROSS SECTION

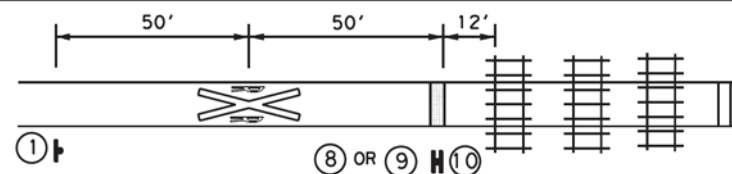
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PASSIVE CROSSING

- NOTES**
1. Stop or yield sign may also be installed to the left of the crossbuck sign, rather than below it.
 2. A 2" white retroreflective strip shall be installed on front and back of crossbuck sign post.



PATHWAY CROSSING

- NOTES**
1. A shared use pathway is considered a separate pathway crossing when more than 25' from traveled way of adjacent roadway.
 2. Detectable warning used at stop bar.
 3. Smaller sign sizes preferred than shown to the right on this sheet.

PATHWAY CROSSING

TABLE 1	
Approach Speed (mph)	Desirable Placement (feet)
20	100
25	100
30	100
35	100
40	125
45	175
50	250
55	325
60	400
65	475
70	550
75	650

GENERAL NOTES

1. Railroad company to provide active traffic control devices, CROSSBUCK (R15-1), NUMBER OF TRACKS Plaque (R15-2P) (if more than 1 track), and EMERGENCY NOTIFICATION (I-13) signs.
2. LOW GROUND CLEARANCE (W10-5) signs may be relocated further upstream of crossing to provide advance warning of alternate route.
3. GRADE CROSSING AND INTERSECTION ADVANCE WARNING (W10-2) signs may be modified as needed to fit roadway geometry.
4. Table 1 placement distances may vary per Sect. 2C.05 of the TMUTCD.
5. See Table 1 to determine placement of STOP AHEAD (W3-1) and YIELD AHEAD (W3-2) signs unless shown otherwise.
6. DO NOT STOP ON TRACKS (R8-8) signs installed when potential for vehicles stopping on tracks is significant as determined by sealing engineer. Install so sign does not block view of RR mast.
7. See the Standard Highway Sign Design for Texas (SHSD) manual for sign and pavement marking details.

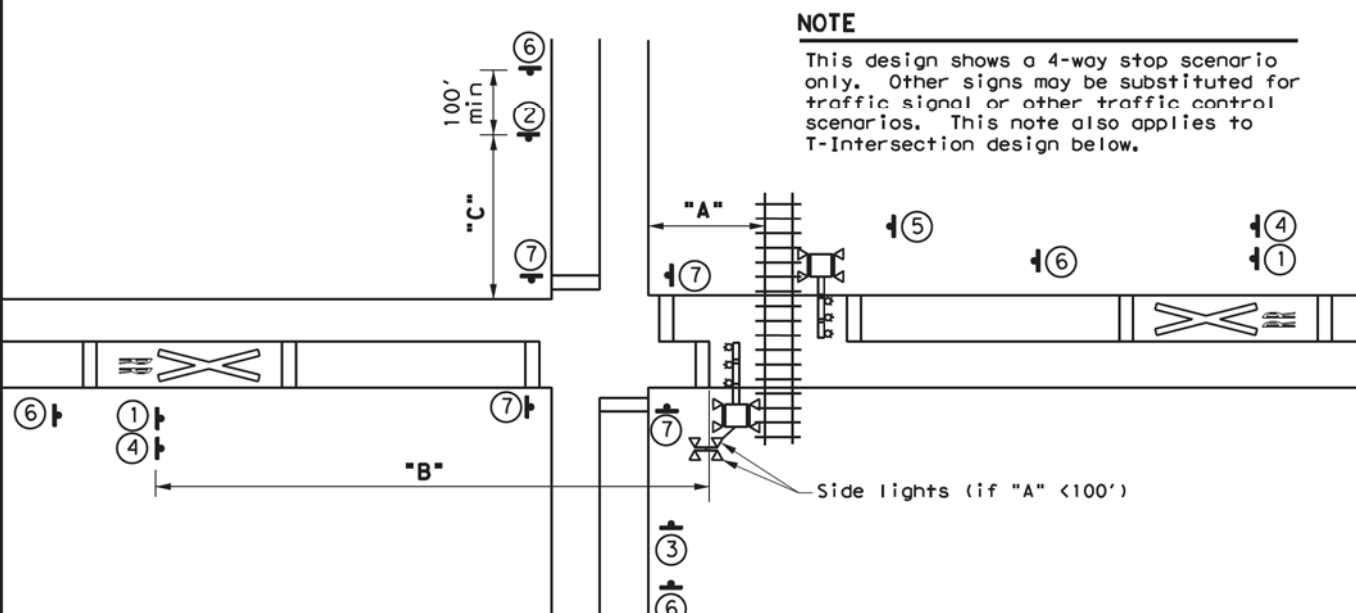
SIGNS

** 	** 	** 	IF NEEDED
① W10-1 36"X36"	② W10-2L 36"X36"	③ W10-2R 36"X36"	④ LOW GROUND CLEARANCE W10-5P 30"X24"
IF NEEDED 	IF NEEDED 		
⑤ R8-8 24"X30"	⑥ W3-1 30"X30"	⑦ R1-1 36"X36" ALL WAY R1-3P 18"X6"	
⑨ R15-1 48"X9" R15-2P 27"X18" YIELD R1-2 48"X48"X48"			
⑩ R15-1 48"X9" R15-2P 27"X18"			
⑬ W3-2 30"X30"	NO TRAIN HORN W10-9P 30"X24"	LOW GROUND CLEARANCE W10-5P 30"X24"	

RAILROAD CROSSING DETAILS SIGNING & STRIPING

RCD(2)-16

FILE: rcd2-16.dgn	DATE: TxDOT	CHK: TxDOT	DATE: TxDOT	CHK: TxDOT
© TxDOT FEBRUARY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY	SHEET NO.	36

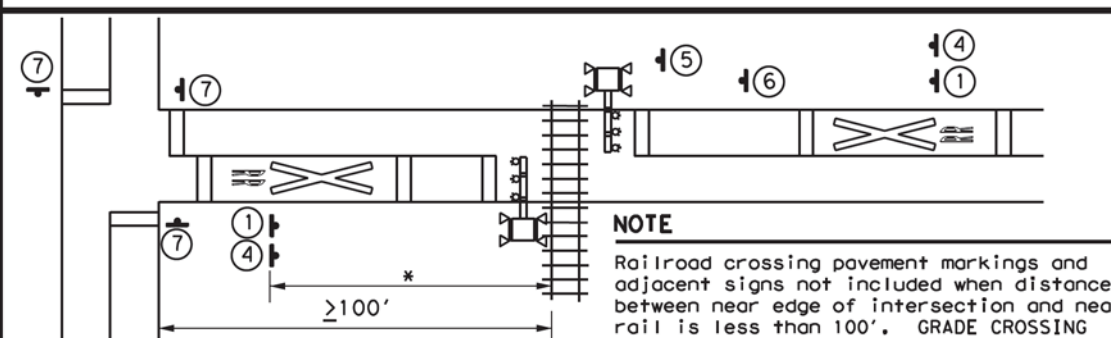


NOTE

This design shows a 4-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-Intersection design below.

"A" < 100'	"A" ≥ 100'
"B" See Table 1. Place pavement markings and signs on opposite side of intersection from rail if spacing from Table 1 would put markings within intersection.	See Table 1. Place pavement markings and signs between rail and intersection if spacing from Table 1 would put markings within intersection.
"C" See Table 1.	GRADE CROSSING AND INTERSECTION ADVANCE WARNING (W10-2, W10-3, W10-4) signs should only be installed if W10-1 sign is not between intersection and railroad crossing. If needed, see Table 1.

GRADE CROSSING NEAR A PARALLEL STREET

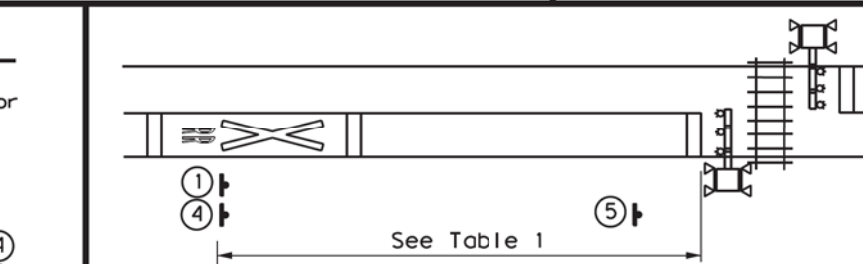


NOTE

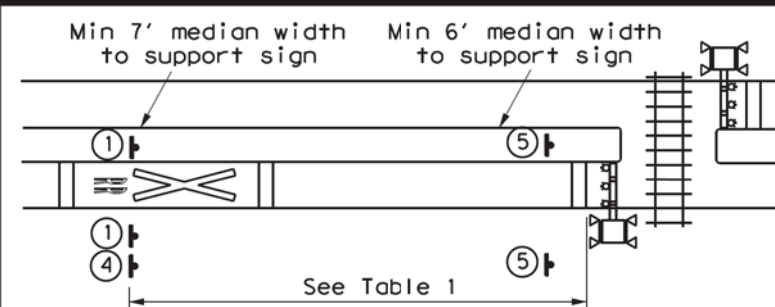
Railroad crossing pavement markings and adjacent signs not included when distance between near edge of intersection and near rail is less than 100'. GRADE CROSSING AND INTERSECTION ADVANCE WARNING (W10-3) signs installed on roadway parallel with rail in this case.

*Use Table 1 if sufficient space exists.

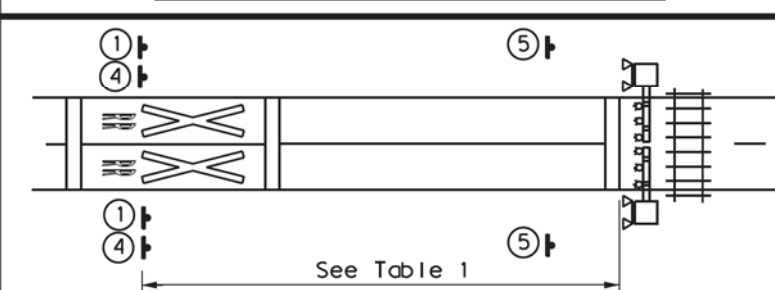
T-INTERSECTION



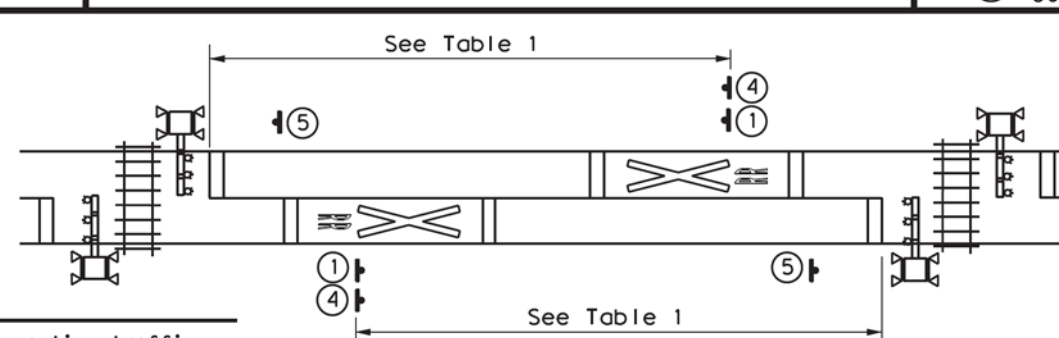
2-WAY



2-WAY WITH MEDIAN



1-WAY



NOTE

Separate active traffic control devices, railroad crossing pavement markings, and adjacent signs required when tracks are more than 100' apart.

2 ADJACENT CROSSINGS

EXHIBIT "B":
Railroad SIGNAL Estimate for
FIRST STREET - DOT 672123R
Revised on 10/9/2025

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

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
TXDOT

LOCATION NSS PROSPER TO SSS PROSPER

DETAILS OF ESTIMATE

PLAN ITEM : 000362758

VERSION : 5

PURPOSE, JUSTIFICATION AND DESCRIPTION

FIRST STREET - PROSPER, TX; REPLACE BUNGALOWS / FLASHERS / GATES / PED GATES; RED RIVER DIV; MADILL SUBDIV; LS 1046; MP 679.99; DOT# 672123R; SEQ# 96042.

MONTHLY POWER UTILITY COST CENTER : 61698.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE STATE OF TEXAS IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0	MH	2,573	
SIGNAL FIELD - REPLACE	2822.0	MH	168,739	
SIGNAL SHOP LABOR - CAP	0.01	MH	1	
PAYROLL ASSOCIATED COSTS			111,968	
DA OVERHEADS			253,028	
EQUIPMENT EXPENSES			60,849	
INSURANCE EXPENSES			33,953	
TOTAL LABOR COST			631,111	631,111

MATERIAL				

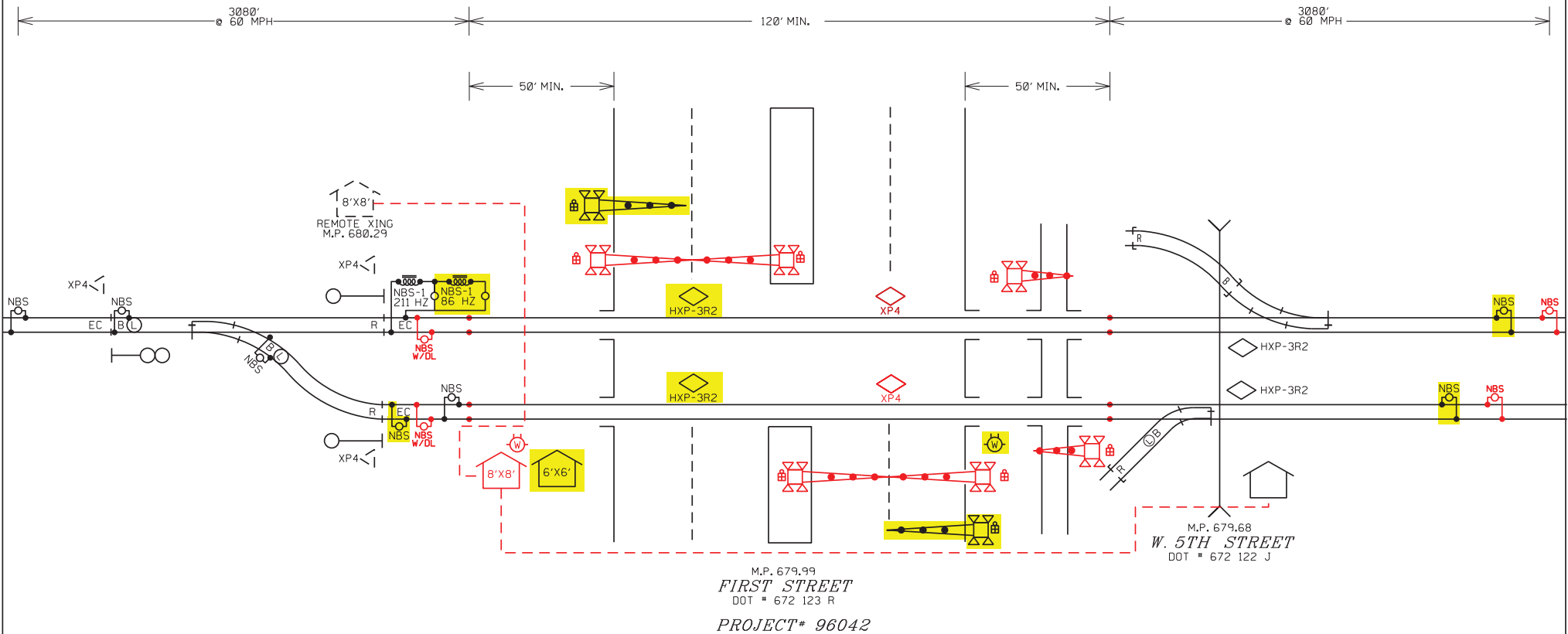
P1 - ARRESTER, MDSA-2 XS	1.0	EA N	829	
P1 - BATTERY, VGL-255	20.0	EA N	5,875	
P1 - BATTERY, VGL-350	18.0	EA N	7,176	
P1 - BUNGALOW 8X8	1.0	LS N	17,282	
P1 - BUNGALOW MATERIAL	1.0	LS N	21,037	
P1 - BUNGALOW, WIRE AND TEST	1.0	LS N	6,811	
P1 - CABLE, 19C/14	2000.0	FT N	14,340	
P1 - CABLE, 2C/6 TW	1000.0	FT N	2,050	
P1 - CABLE, 3C/2	250.0	FT N	1,958	
P1 - CABLE, 7C/14	2000.0	FT N	6,560	
P1 - CHARGERS, 12/80 (20/40/60)	2.0	EA N	3,971	
P1 - CONSTANT WARNING, XP4, 2TK	1.0	EA N	30,073	
P1 - ELECTRICAL MATERIAL	1.0	LS N	3,000	
P1 - EVENT RECORDER	1.0	EA N	5,625	
P1 - FIELD MATERIAL	1.0	LS N	11,645	
P1 - HAWK 48 DIM	1.0	EA N	4,176	
P1 - INDUCTOR, DUMMY LOAD	2.0	EA N	1,786	
P1 - RELAY, DAX	3.0	EA N	4,217	
P1 - RELAY, EOR	1.0	EA N	1,406	
P1 - SHUNT, NBS	4.0	EA N	4,200	
P2 - BELL (PERM)	1.0	EA N	283	
P2 - CABLE, 5C/10	200.0	FT N	524	
P2 - CABLE, 5C/6	600.0	FT N	4,056	
P2 - CABLE, 7C/14	600.0	FT N	1,968	
P2 - FILL DIRT	15.0	CY N	375	
P2 - FOUNDATION (PERM)	1.0	EA N	1,039	
P2 - GATE KEEPER/SAVER (PERM)	1.0	EA N	1,994	
P2 - GATE MECHANISM, S-60 (PERM)	1.0	EA N	6,105	
P2 - GATE MECHANISM, S-60 PED (PERM)	2.0	EA N	10,130	
P2 - LED LIGHT (PERM)	12.0	EA N	2,672	

P2 - PED BELL (PERM)	2.0 EA N	565	
P2 - PED FOUNDATION (PERM)	2.0 EA N	2,078	
P2 - PED GATE KEEPER/SAVER (PERM)	2.0 EA N	3,988	
P2 - SURFACE ROCK	15.0 CY N	750	
P3 - BELL (TEMP)	1.0 EA N	283	
P3 - CABLE, 5C/10	100.0 FT N	262	
P3 - CABLE, 5C/6	200.0 FT N	1,352	
P3 - CABLE, 7C/14	200.0 FT N	656	
P3 - FILL DIRT	10.0 CY N	250	
P3 - FOUNDATION (TEMP)	1.0 EA N	1,039	
P3 - GATE KEEPER/SAVER (TEMP)	1.0 EA N	1,994	
P3 - GATE MECHANISM, S-60 (TEMP)	1.0 EA N	6,105	
P3 - LED LIGHT (TEMP)	4.0 EA N	891	
P3 - SURFACE ROCK	10.0 CY N	500	
P4 - BELL (PERM)	2.0 EA N	565	
P4 - CABLE, 5C/10	200.0 FT N	524	
P4 - CABLE, 5C/6	400.0 FT N	2,704	
P4 - CABLE, 7C/14	400.0 FT N	1,312	
P4 - FILL DIRT	20.0 CY N	500	
P4 - FOUNDATION (PERM)	2.0 EA N	2,078	
P4 - GATE KEEPER/SAVER (PERM)	2.0 EA N	3,988	
P4 - GATE MECHANISM, S-60 (PERM)	2.0 EA N	12,210	
P4 - LED LIGHT (PERM)	8.0 EA N	1,782	
P4 - SURFACE ROCK	20.0 CY N	1,000	
P5 - BELL (PERM)	1.0 EA N	283	
P5 - CABLE, 5C/10	100.0 FT N	262	
P5 - CABLE, 5C/6	200.0 FT N	1,352	
P5 - CABLE, 7C/14	200.0 FT N	656	
P5 - FILL DIRT	10.0 CY N	250	
P5 - FOUNDATION (PERM)	1.0 EA N	1,039	
P5 - GATE KEEPER/SAVER (PERM)	1.0 EA N	1,994	
P5 - GATE MECHANISM, S-60 (PERM)	1.0 EA N	6,105	
P5 - LED LIGHT (PERM)	4.0 EA N	891	
P5 - SURFACE ROCK	10.0 CY N	500	
USE TAX		20,966	
OFFLINE TRANSPORTATION		3,045	
TOTAL MATERIAL COST		267,882	267,882

OTHER			

CONTRACT ENGINEERING	1.0 LS N	25,000	
MACHINE RENTAL	1.0 LS N	12,750	
P1 - AC POWER SERVICE	1.0 EA N	6,250	
TOTAL OTHER ITEMS COST		44,000	44,000
PROJECT SUBTOTAL			942,993
CONTINGENCIES			84,975
BILL PREPARATION FEE			10,280
GROSS PROJECT COST			1,038,248
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			1,038,248

BNSF RAILWAY COMPANY



DRAWING SYMBOLS

RAILROAD BUNGALOW	BIDIRECTIONAL CROSSING CONTROL	GATE MECHANISM	NARROW BAND SHUNT
BELL	CROSSING CONTROL CONNECTION	AC POWER METER	UNIDIRECTIONAL CROSSING CONTROL
HARD WIRED SHUNT	CANTILEVER	INSULATED JOINTS	

SCOPE OF WORK

REPLACE: FLASHERS, GATES, PED GATES & BUNGALOW
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

Railroad SIGNAL Estimate
Page 3 of 3

GENERAL INFORMATION

LOCATION	PROSPER, TX
STREET	FIRST STREET
LINE SEGMENT	1046
MILEPOST	679.99
DOT#	672 123 R
DIVISION	RED RIVER
SUBDIVISION	MADILL
OFFICE	LENEXA, KS
SCALE	NOT TO SCALE
DATE	11/12/2024
FILE	96042-STATESKETCH-.DGN
DRAW	AMW

RED = IN YELLOW = OUT

EXHIBIT "B":
 Railroad SURFACE Estimate for
 FIRST STREET - DOT 672123R
 Revised on 9/30/2025

BNSF RAILWAY COMPANY
 FHPM ESTIMATE FOR
 PROSPER

LOCATION SSS PROSPER

DETAILS OF ESTIMATE

PLAN ITEM : 960400000

VERSION : 3

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP RDW DIV MADILL SUB LS 1046 MP 679.99 DOT 672123R FULLY REBILLABLE TO TOWN OF PROSPER TX - PROSPER TX
 672123R FIRST STREET

PROPOSED ROAD WIDENING FROM 2 LANES TO 4 LANES. BNSF TO INSTALL 2 - 80FT CONCRETE CROSSINGS FOR THE
 ROADWAY AND 2 - 16FT CONCRETE CROSSINGS FOR THE NEW SIDEWALK.
 TOWN OF PROSPER TO CONSTRUCT ROADWAY AND SIDEWALK APPROACHES.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE FIELD WELDS - CAP	682.0	MH	35,554	
PLACE FIELD WELDS - CAP	170.0	MH	8,863	
REPLACE PUBLIC CROSSING - TOTAL REHAB	384.0	MH	18,881	
REPLACE TRACK PANELS - CAP	160.0	MH	7,867	
SURFACE TRACK - REPLACEMENT - CAP	62.0	MH	3,166	
UNLOAD BALLAST - REPLACEMENT - CAP	10.0	MH	492	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	192.0	MH	9,441	
UNLOAD TRACK PANELS - REPLACEMENT	80.0	MH	3,934	
PAYROLL ASSOCIATED COSTS			55,984	
DA OVERHEADS			104,149	
EQUIPMENT EXPENSES			87,533	
INSURANCE EXPENSES			17,477	
TOTAL LABOR COST			353,341	353,341

MATERIAL				

BALLAST NT, SYSTEM AVERAGE COST	800.0	NT **	12,696	
PANEL, TRACK; 40FT; 136LB; SC; 10FT; PANDROL	8.0	EA **	58,832	
RAIL, TRANS, 136N; 132W; 40 FT; UNVRS	8.0	EA	9,848	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	432.0	EA **	1,292	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	8.0	KT **	656	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	32.0	KT **	2,624	
CROSSING, CONCRETE PANELS; 10 FT TIES TANGENT	192.0	FT **	35,784	
XING CONC RAMP 136LB COMPLETE SET	4.0	ST **	1,396	
MATERIAL HANDLING			6,152	
ONLINE TRANSPORTATION			12,400	
USE TAX			9,394	
OFFLINE TRANSPORTATION			1,389	
TOTAL MATERIAL COST			152,463	152,463

OTHER				

EQUIPMENT RENTAL	1.0	LS	25,000	
TOTAL OTHER ITEMS COST			25,000	25,000
PROJECT SUBTOTAL				530,804
CONTINGENCIES				46,682
BILL PREPARATION FEE				5,775
GROSS PROJECT COST				583,261
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				583,261



Contract Number: BF-_____

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A.** The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the reconstruction and widening of the roadway approaches and new sidewalk approaches on First Street – DOT No. 672123R, located at railroad milepost 679.990 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Prosper, Texas in Collin County.
- B.** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C.** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D.** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Contract Number: BF-_____

Lindy Higginbotham, P.E.
Senior Engineer
250 W. First Street
Prosper, TX 75078
E-Mail: LHigginbotham@prospertx.gov

- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify Town of Prosper (Lindy Higginbotham) at Office # 972-569-1188 and E-Mail: LHigginbotham@prospertx.gov and Railway's Manager Public Projects (Tim Huya) at Office # 817-352-2902 and E-Mail: Tim.Huya@bnsf.com at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file 672123R & Contract No. BF-
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must 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



Contract Number: BF-_____

or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

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

2) Contractor Safety Orientation

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

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Division Engineer **Heath Steblay at 218-355-8814** 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.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts



Contract Number: BF-_____

- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- D. Upon completion of construction, the following clearances shall be maintained:
- 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **Town of Prosper, Texas** and must not be undertaken until approved in writing by the Railway, and until the **Town of Prosper, Texas** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **Town of Prosper, Texas** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any



Contract Number: BF-_____

Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

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

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
 - i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards



Contract Number: BF-_____

set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give Railway's **Roadmaster Taylor Ellis** at Mobile # 575-309-1181 and e-mail Taylor.Ellis@bnsf.com 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.

- i) **FOR THIS PROJECT, BNSF IS UNABLE TO PROVIDE FLAGGING SERVICES THEREFORE, RAILROAD FLAGGING SERVICES WILL BE PROVIDED BY RAILPROS (NOT A BNSF EMPLOYEE). The Contractor must contact Railpros directly at Office # 877-315-0513 or e-mail: BNSFinfo@railpros.com to enter into a reimbursement agreement for flagging services and to request and schedule a railroad flagger. The Railpros flagger(s), the Contractor, and the BNSF Roadmaster must participate in a job safety briefing PRIOR TO the start of any work on/over/under Railway's right of way. The Railway reserves the right to utilize its employees to provide railroad flagging services when those resources become available. In this event, the Railpros flagger and the Contractor will be notified by the Railway.**

B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- i) When, upon inspection by Railway's Representative, other conditions warrant.
- ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.



Contract Number: BF-_____

- iii) When work in any way interferes with the safe operation of trains at timetable speeds.
- iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

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

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **CONTRACTOR (contractor name)**. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 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.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is 10 freight trains per 24-hour period at a timetable speed 40 MPH and 0 passenger trains at a timetable speed of n/a MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by



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contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

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



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requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- J.** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K.** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L.** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A.** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within



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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 Roadmaster (Taylor Ellis) at 575-309-1181 and BNSF's Signal Supervisor (Andy Bass) at 817-881-3609.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

8) Hazardous Waste, Substances and Material Reporting:

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

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an



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employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

Injured Person Type:

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

If train involved, Train ID:

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

Officer Providing Information:

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

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



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

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

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

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

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

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

Work activity in progress at time of accident: _____

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

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

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

Hospital Name: _____

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

Diagnosis: _____

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



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EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: DOT No. 672123R

Agency Project: First Street – reconstruction and widening at BNSF Railway

(contractor name) (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") with **Town of Prosper, Texas** for the performance of certain work in connection with the following project: reconstruction and widening of the roadway approaches and new sidewalk approaches on First Street – DOT No. 672123R, located at railroad milepost 679.990 on Railway's Red River (West) Division, Madill Subdivision, Line Segment 1046 in Prosper, Texas in Collin County. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **Town of Prosper, Texas** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

1) RELEASE OF LIABILITY AND INDEMNITY

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



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

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C.** Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D.** In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- E.** It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM



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

3) INSURANCE

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

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$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 provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.
 - (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.



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- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.



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

- (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

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

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

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of



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subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

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

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



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



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4) SALES AND OTHER TAXES

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



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5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

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

6) TRAIN DELAY

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



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obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's **Roadmaster Taylor Ellis at Mobile # 575-309-1181 and email Taylor.Ellis@bnsf.com** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



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

(CONTRACTOR)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contact Person: _____

E-mail: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Mobile #: _____

On-Site Project

Contact Person: _____

E-mail: _____

Mobile #: _____

Contact Person: _____

E-mail: _____

Mobile #: _____



Contract Number: BF-_____

BNSF RAILWAY COMPANY

Signature:_____

Printed Name: _____

Title: Manager Public Projects

Accepted and
Effective Date:_____