

UP Real Estate Folder No.: 0786783

PUBLIC HIGHWAY OVERPASS AGREEMENT

West Everman Parkway
DOT 980208S
MP 242.63 – Fort Worth Subdivision
Fort Worth, Tarrant County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF FORT WORTH**, a municipal corporation or political subdivision of the State of Texas to be addressed at 100 Fort Worth Trail, Fort Worth, Texas 76102 ("Political Body"),

RECITALS:

The Political Body desires to undertake as its project (the "Project") the construction of a new grade separated overpass structure (the "Structure") that will carry vehicular traffic traversing on West Everman Parkway over Railroad's track(s) at Railroad's Milepost 242.63, DOT Number 980208S on Railroad's Fort Worth Subdivision at or near Fort Worth, Tarrant County, Texas (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and the Political Body's type, size and location prints of the Structure marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **Twenty-Six Thousand Two Hundred Twenty-Two Dollars (\$26,222.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Structure over and across the Crossing Area.

For and in consideration of **Seventeen Thousand Eight Hundred Dollars (\$17,800.00)**, the Railroad hereby grants to the Political Body temporary construction areas on the Railroad's property as shown on **Exhibit A**. The Political Body's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of the Political Body and its contractors to comply with such provisions. The temporary construction area granted herein shall commence as of the effective date of this Agreement and continue twenty-four (24) months, or until the project has been completed, whichever occurs earlier.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the

insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0786783

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated January 30, 2025, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is One Hundred Ten Thousand Dollars (\$110,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by

the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Railroad Representative named in **Exhibit D** has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the Political Body, at its expense, shall furnish to the Railroad a legible electronic set of reproducible "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under

this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. RAILROAD'S COORDINATION REQUIREMENTS

The Political Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 12. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
Printed Name: _____
Title: _____

CITY OF FORT WORTH

By _____
Printed Name: _____
Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



REVISIONS		
NO.	DATE	DESCRIPTION

02040

SCALE IN FEET

PROPOSED PERMANENT WORK
IN UPRR ROW = 7,284 SF

PROPOSED TEMPORARY WORK
IN UPRR ROW = 30,350 SF

777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT • 103271

TPW PROJECT •

WATER PROJECT •

SEWER PROJECT •

CITY OF FORT WORTH, TEXAS

TRANSPORTATION AND PUBLIC WORKS

CAPITAL DELIVERY DIVISION

EVERMAN PARKWAY

PROPOSED FOOTPRINT
EVERMAN PARKWAY AT UPRR
BRIDGE OVERPASS
DOT NO. 980208S MP 242.63

SHEET 1 OF 1

DESIGNED: RWF
DRAWN: RWF
CHECKED: TRS

SCALE = 1"=20'

DATE: 12/23/2024

SHEET 1

**EXHIBIT A-1
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A-1 will be the type, size and location prints of the Structure (see Recitals).

DESCRIPTION

1	TITLE SHEET
2-4	EVERMAN PKWY OVER UPRR
5-6	MAINLINE RAIL PROFILE
7	RAILROAD PROJECT NOTES
8-10	RAILROAD STANDARDS

THE CITY OF FORT WORTH, TEXAS
TRANSPORTATION & PUBLIC WORKS
CAPITAL DELIVERY DIVISION

PAVING, DRAINAGE, WATER, SEWER, BRIDGE
AND TRAFFIC SIGNAL IMPROVEMENTS FOR

EVERMAN PARKWAY
100% PLANS ADEQUATE

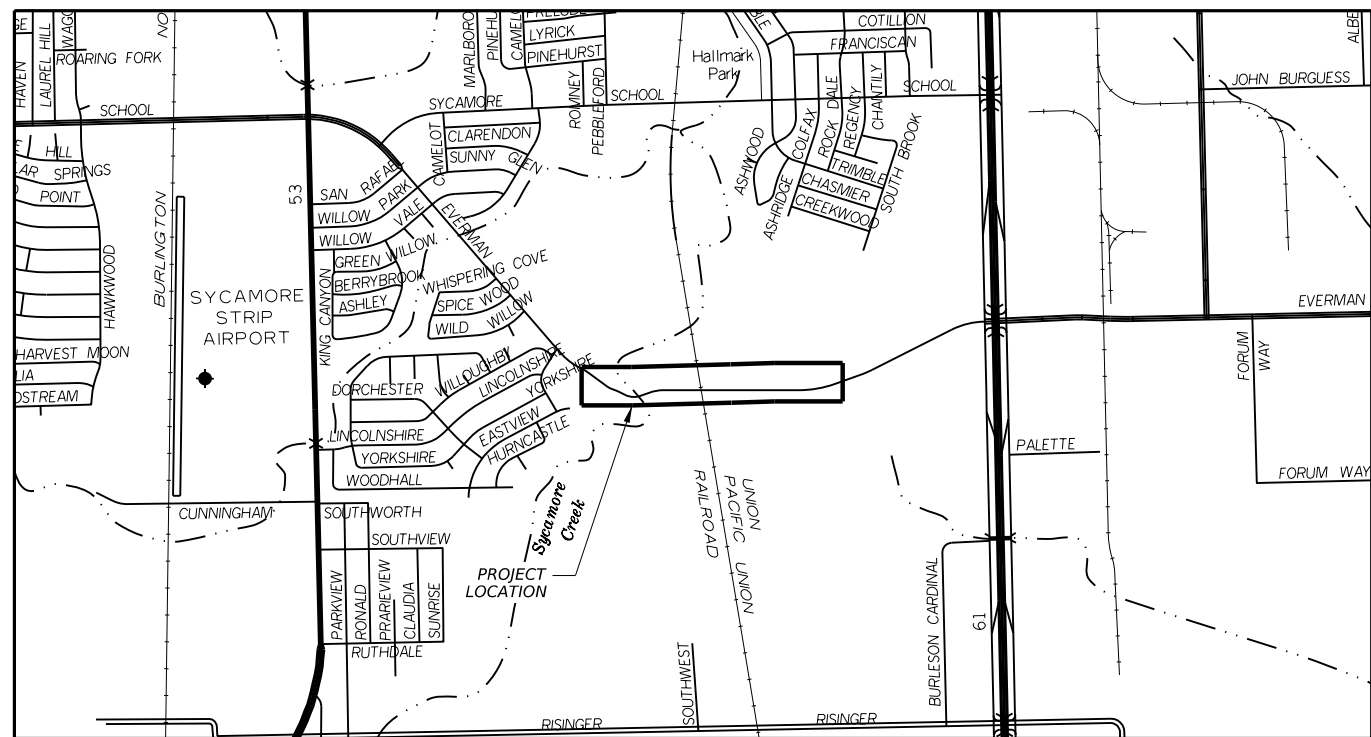
MATTIE PARKER
MAYOR

DAVID COOKE
CITY MANAGER

MICHAEL OWEN, P.E.
CITY ENGINEER

CHRISTOPHER HARDER, P.E.
DIRECTOR
WATER DEPARTMENT

LAUREN PRIEUR, P.E.
DIRECTOR
TRANSPORTATION AND PUBLIC WORKS



LOCATION MAP
N. T. S.
COUNCIL DISTRICT: 4 AND 7

100% PLANS ADEQUATE

EVERMAN PARKWAY
RRMP: 242.63
DOT NUMBER: 9802085
TRAIN SPEED: 60 MPH
DAILY TRAINS: 17
DAILY SWITCHING MOVES: 0
FORT WORTH SUBDIVISION

SPEED LIMITS
STREET CLASIFICATION: NEIGHBORHOOD CONNECTOR
DESIGN SPEED: 35 MPH
POSTED SPEED: 35 MPH
ADT: 16,900 (2045)



PREPARED BY:



GALLERIA NORTH TOWER I, 13737 NOEL RD
SUITE 700, DALLAS, TX 75240
ENGINEERING FIRM F-845

JANUARY 2025

CITY PROJECT NO. _____

WATER PROJECT NO. _____

FILE NO. _____

TECHNICAL SPECIFICATION: _____
(DIVISION 02 - 34)

REVIEWED: MICHAEL OWEN, P.E. DATE: _____
CITY ENGINEER

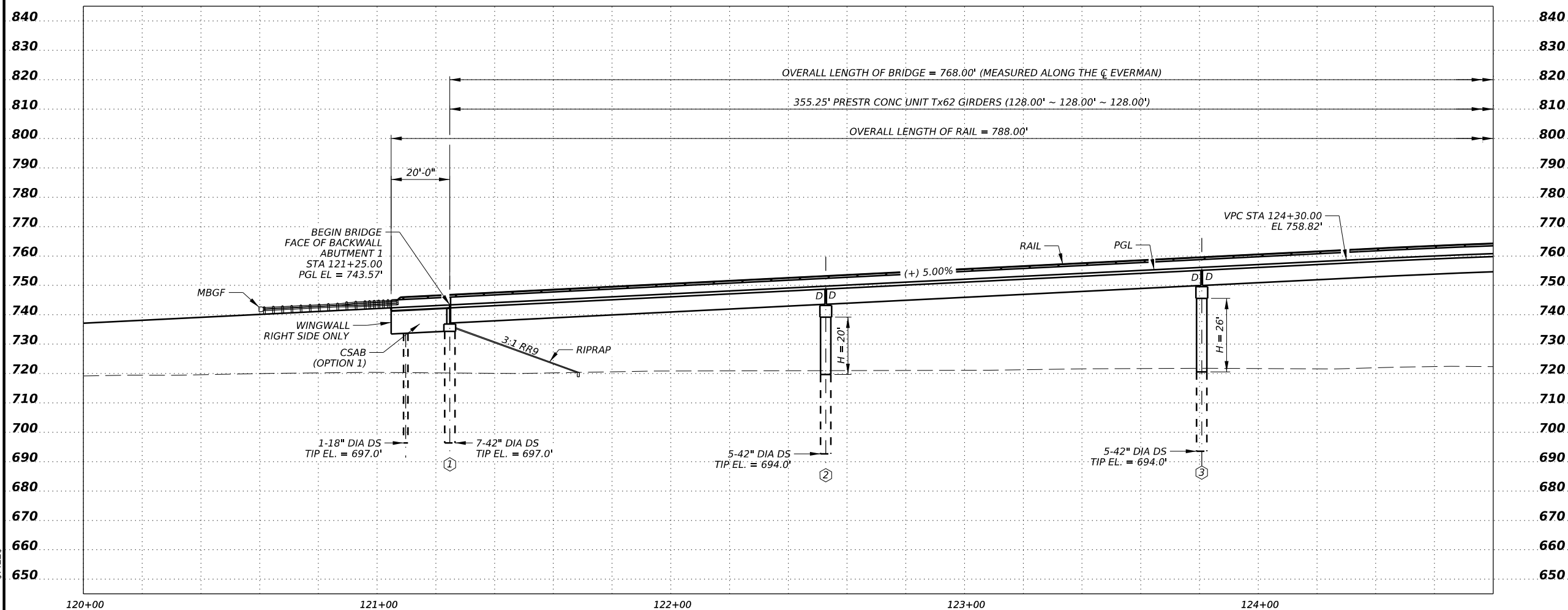
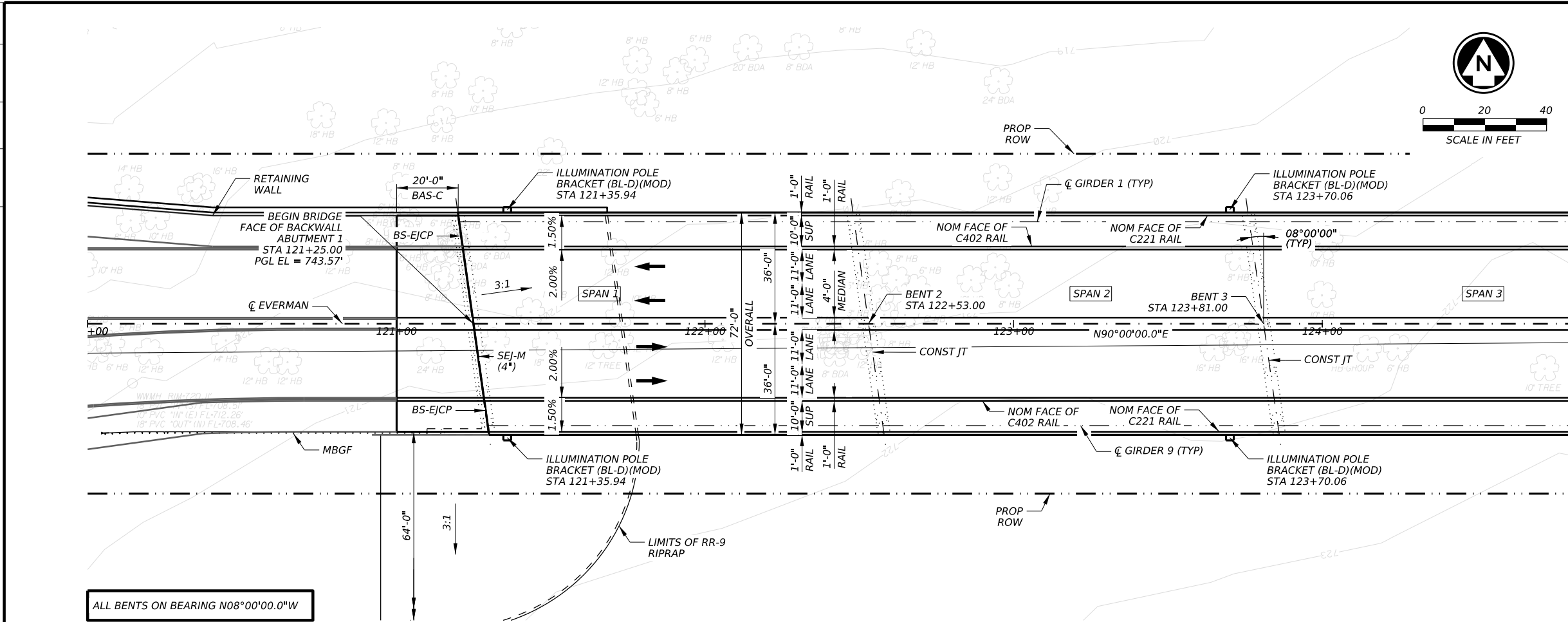
REVIEWED: ISKAL SHRESTHA, P.E. DATE: _____
PROGRAM MANAGER, TRANSPORTATION AND PUBLIC WORKS

REVIEWED: ALEJANDRA AYALA, P.E. DATE: _____
PROJECT MANAGER, TRANSPORTATION AND PUBLIC WORKS

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USER: J355172
FILE: NAME: E:\P\WY\BMD-TSH.dgn

DATE: 1/17/2025 3:35:55 PM
FILE: \$FILE\$

CK
DW
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DW



GENERAL NOTES:

BRIDGE DESIGNED ACCORDING TO AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION (2020) AND TXDOT BRIDGE DESIGN MANUAL - LRFD (JAN 2023).

ALL DIMENSIONS ARE HORIZONTAL OR VERTICAL AND MUST BE CORRECTED FOR GRADE AND CROWN.

THE "H" VALUES SHOWN ARE CALCULATED AT THE PROFILE GRADE LINE, ACTUAL COLUMN HEIGHT WILL BE MEASURED IN THE FIELD PRIOR TO ORDERING MATERIALS.

"D" DENOTES DOWELED END CONDITION. SEE BENT DETAILS FOR DOWEL LOCATION.

CONTRACTOR TO FIELD SURVEY LOCATIONS OF EXISTING STRUCTURES AND UTILITIES AND COORDINATE REMOVAL AND RELOCATION PRIOR TO CONSTRUCTION

SEE BRIDGE BORING LOG SHEETS FOR TEST HOLE INFORMATION.

SAW CUT GROOVING OF THE BRIDGE DECK AND APPROACH SLAB IS NOT REQUIRED.

SEE IGBE STANDARD FOR GIRDER END AND BEARING DETAILS FOR DOWEL LOCATIONS.

SEE ILLUMINATION DRAWINGS FOR BRIDGE LIGHTING AND UNDERDECK LIGHTING.

APPLY DRAIN SLOTS IN C221 RAIN IN SPAN 1 AND 6 ONLY.

C402 BARRIER SHALL TRANSITION FROM A C402 TO A CURBED SECTION OVER THE DISTANCE OF THE APPROACH SLAB.

FOUNDATION NOTES:

FOUND DRILLED SHAFTS AT THE ELEVATION SHOWN OR DEEPER AS NECESSARY TO PENETRATE THE STRATUM SPECIFIED IN THE GEOTECHNICAL REPORT A DISTANCE OF 3'-6".

STREET CLASSIFICATION: NEIGHBORHOOD CONNECTOR
DESIGN SPEED: 35 MPH
POSTED SPEED: 35 MPH
ADT: 16,900 (2045)
NBI: TBD



**BURNS
MCDONNELL**
777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT *103271
TPW PROJECT *
WATER PROJECT *
SEWER PROJECT *

CITY OF FORT WORTH, TEXAS
TRANSPORTATION AND PUBLIC WORKS
CAPITAL DELIVERY DIVISION

EVERMAN PARKWAY

100% PLANS ADEQUATE
EVERMAN PARKWAY AT UPRR
BRIDGE LAYOUT
DOT NO.980208S MP 242.63

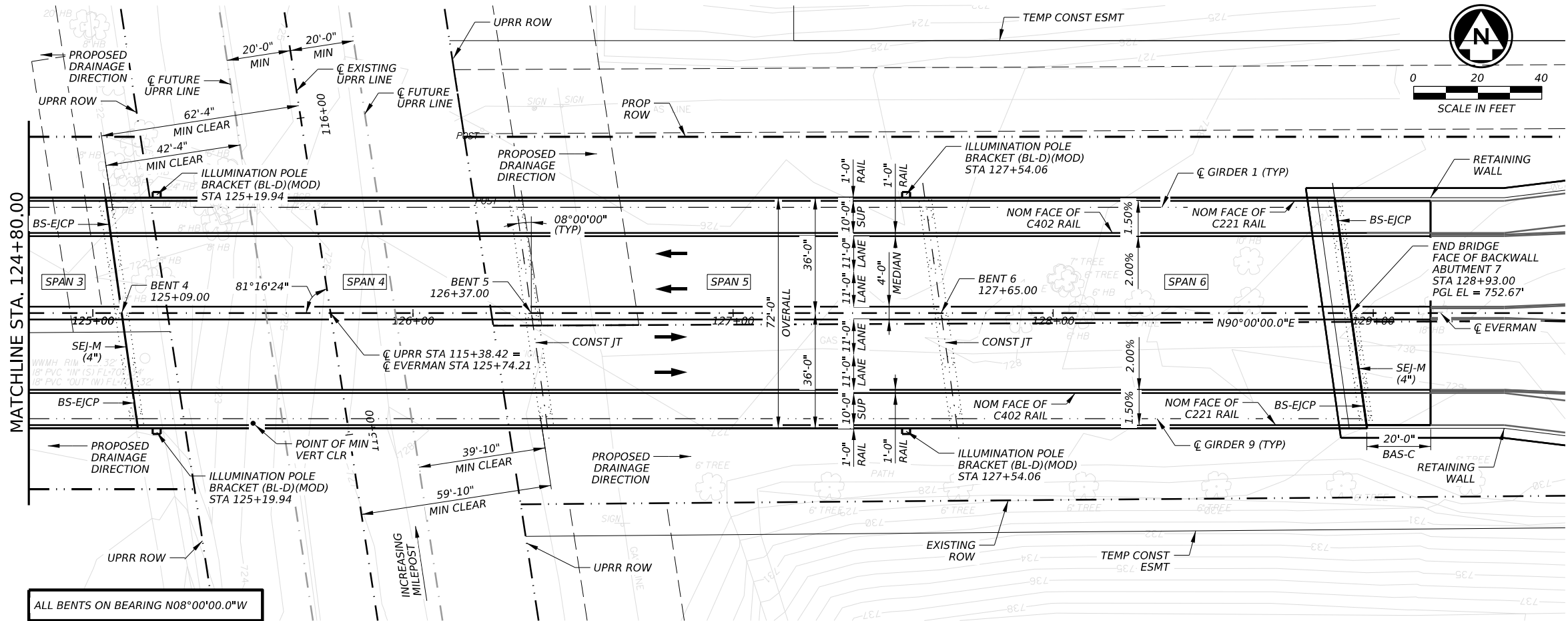
DESIGNED: RWF
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DATE: 1/17/2025
SHEET 1 OF 2
2

EVERMAN PARKWAY

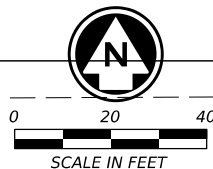
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ALL BENTS ON BEARING N08°00'00.0"W



GENERAL NOTES:
SEE BRIDGE LAYOUT PAGE 1 OF 2 FOR GENERAL NOTES

THE PROPOSED BRIDGE WILL NOT CHANGE THE QUALITY OR THE CHARACTER OF THE FLOW IN THE RAILWAY'S DITCHES.

DRAIN SLOTS ARE NOT PERMITTED IN THE RAIL OVER THE RAILWAYS ROW. WATER WILL NOT BE DISCHARGED OFF THE BRIDGE ONTO THE RAILROAD ROW.

UNDER BRIDGE LIGHTING WILL BE SUPPLIED TO ILLUMINATE THE TRACK AREA. A MINIMUM OF 1 FOOT-CANDLE PER SQUARE FOOT OF STRUCTURE AT THE RAILROAD TRACKS WILL BE PROVIDED.

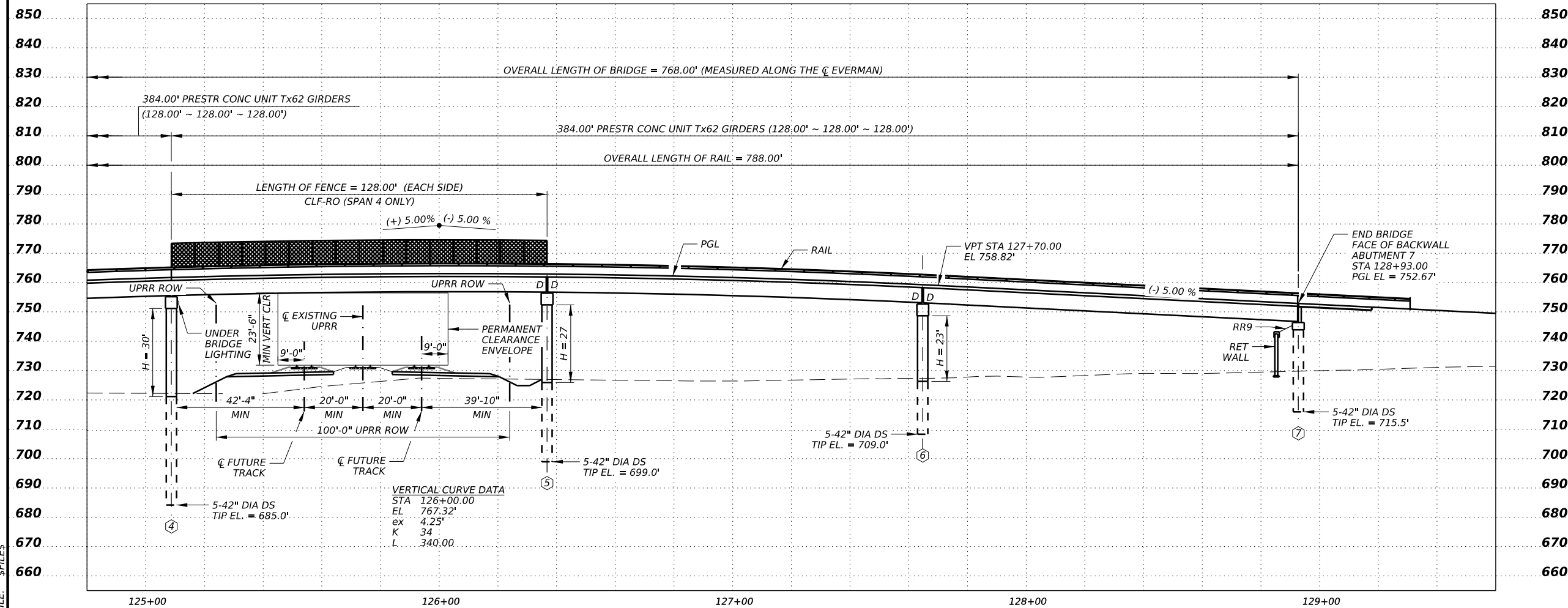
ALL DIMENSIONS ARE MEASURED PERPENDICULAR TO THE \hat{C} TRACK.

WORK TO BE PERFORMED BY RAILROAD AND/OR ITS CONTRACTORS: PROVIDE FLAGGER AS REQUIRED FOR THE SAFE MOVEMENT OF TRAINS DURING CONSTRUCTION. APPROXIMATELY 45 WORKING DAYS.

WORK TO BE PERFORMED BY THE CITY AND/OR ITS CONTRACTORS: CONSTRUCT THE GRADE SEPARATION STRUCTURE.

DRILLED SHAFTS ARE LOCATED AT A DISTANCE GREATER THAN 25FT FROM THE CENTERLINE OF THE TRACK. PER THE UPRR & BNSF GUIDELINES FOR TEMPORARY SHORING SECTION 3.1.i.iv, TEMPORARY CASING IS NOT REQUIRED.

UPRR TRAINS PER DAY: 17
UPRR TRAIN SPEED: 30 TO 60 MPH
UPRR TRAIN SWITCHES: 0



BURNS MCDONNELL
777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT *J03271
TPW PROJECT *
WATER PROJECT *
SEWER PROJECT *

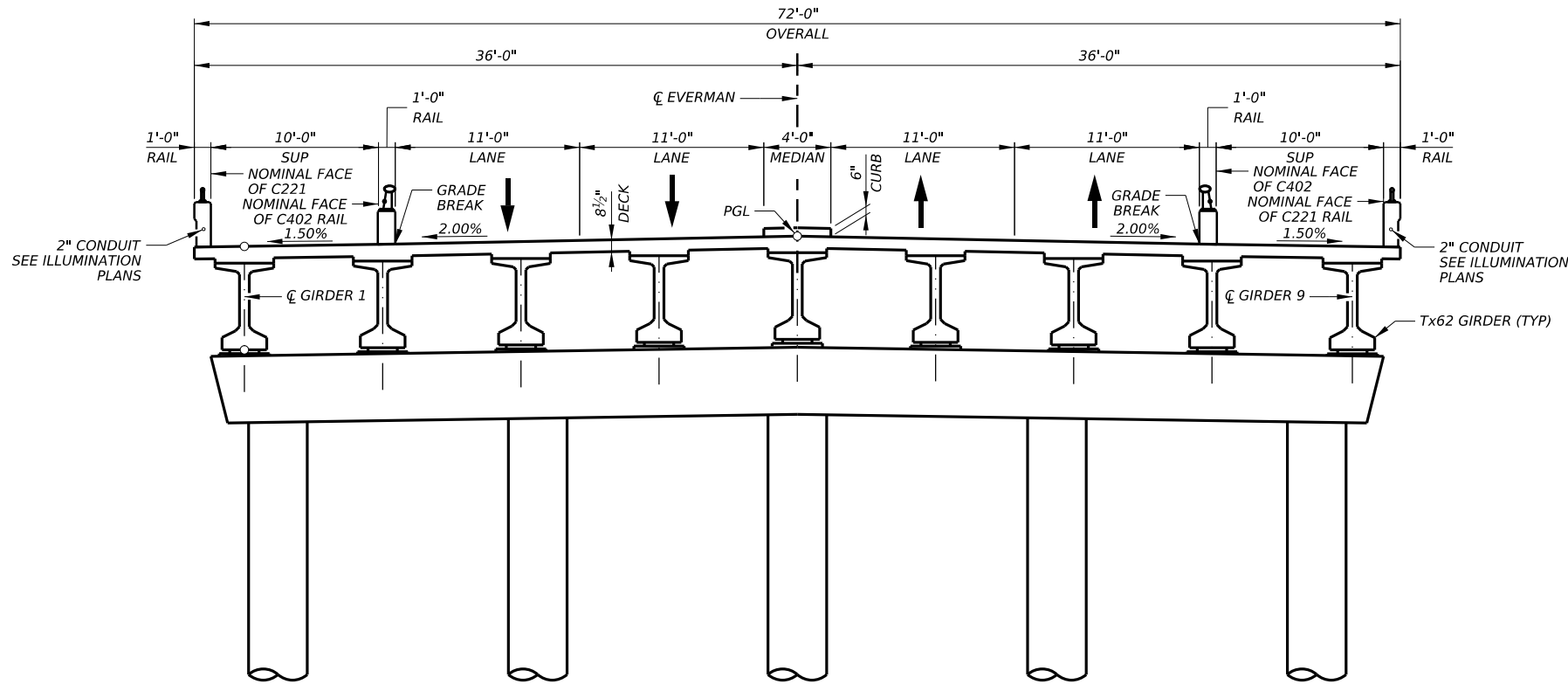
CITY OF FORT WORTH, TEXAS
TRANSPORTATION AND PUBLIC WORKS
CAPITAL DELIVERY DIVISION

EVERMAN PARKWAY

100% PLANS ADEQUATE
EVERMAN PARKWAY AT UPRR
BRIDGE LAYOUT
DOT NO.980208S MP 242.63

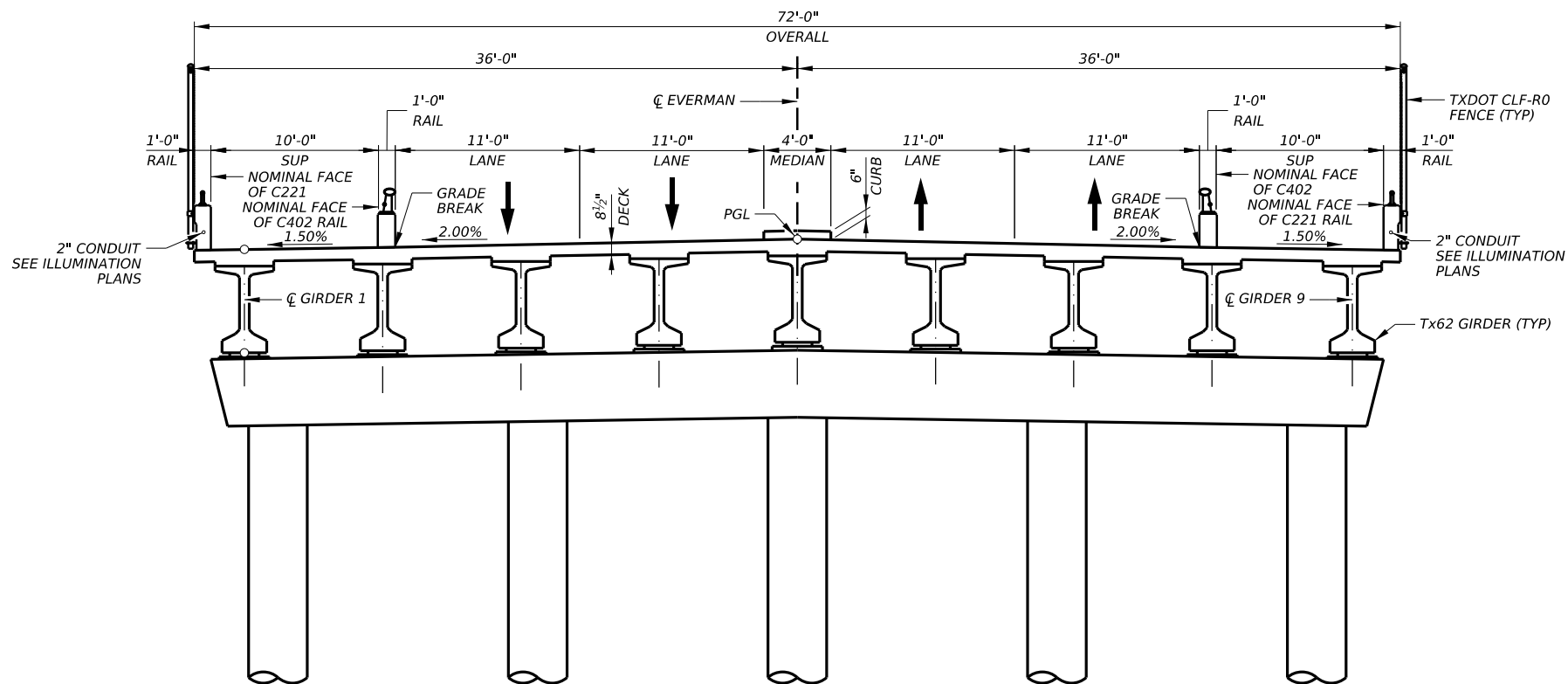
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CHECKED: TRS			

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PROGRESSIVE DESIGN BUILD
EVERMAN PARKWAY



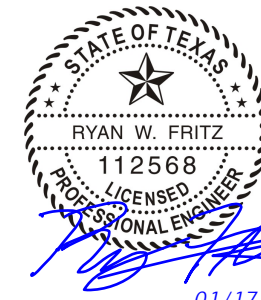
BRIDGE TYPICAL SECTION

SPAN 1, 2, 3, 5 & 6



BRIDGE TYPICAL SECTION

SPAN 4



01/17/2025



777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT • I03271
TPW PROJECT •
WATER PROJECT •
SEWER PROJECT •

CITY OF FORT WORTH, TEXAS
TRANSPORTATION AND PUBLIC WORKS
CAPITAL DELIVERY DIVISION

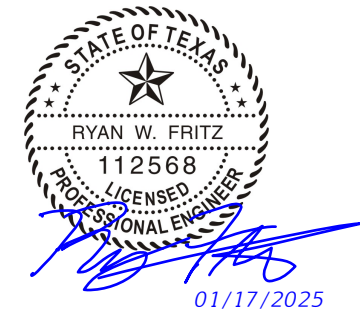
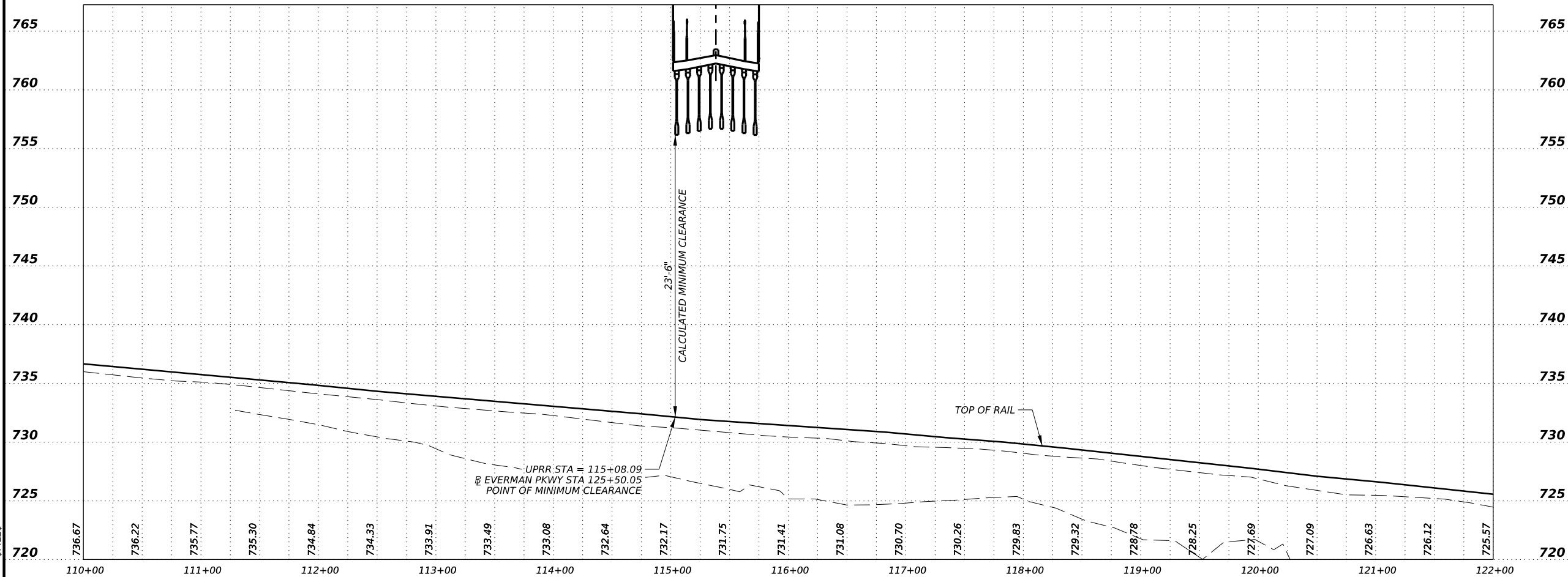
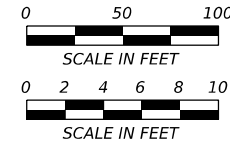
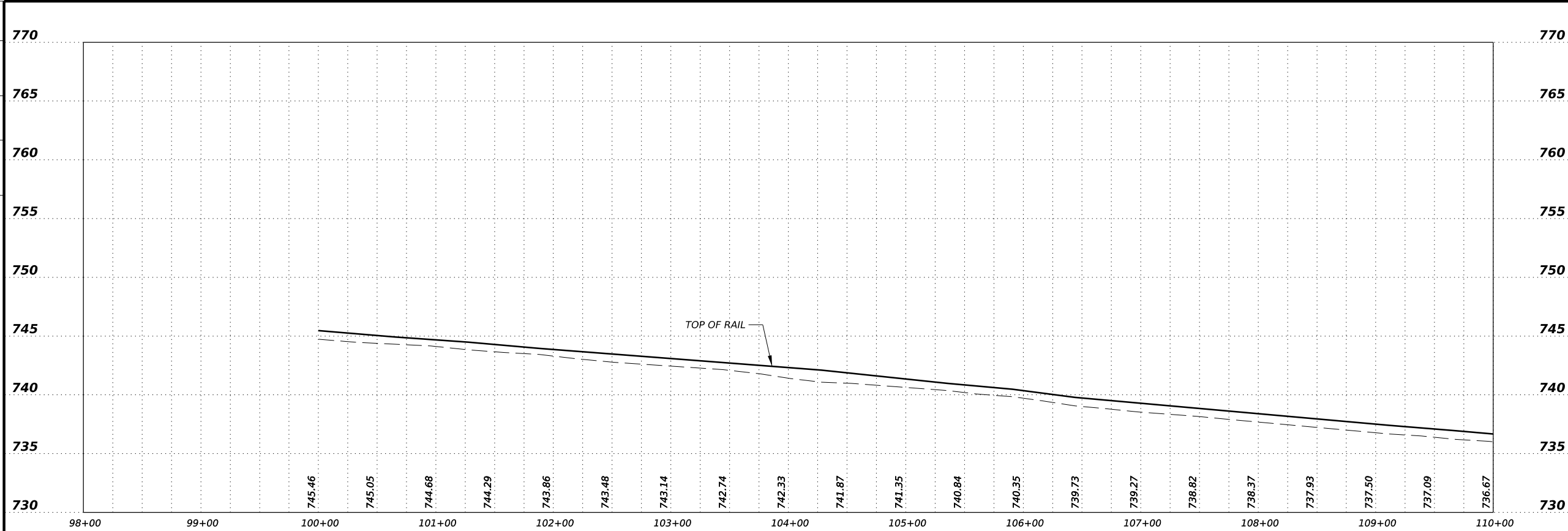
EVERMAN PARKWAY

100% PLANS ADEQUATE
EVERMAN PARKWAY AT UPRR
BRIDGE TYPICAL SECTION
DOT NO.980208S MP 242.63

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CHECKED: TRS			

SHEET 1 OF 1

CK
DW:
CK
DW:



**BURNS
MCDONNELL** 777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT • I03271
TPW PROJECT •
WATER PROJECT •
SEWER PROJECT •

CITY OF FORT WORTH, TEXAS
TRANSPORTATION AND PUBLIC WORKS
CAPITAL DELIVERY DIVISION

EVERMAN PARKWAY

100% PLANS ADEQUATE
OVERPASS AT UPRR
MAIN LINE RAIL PROFILE
DOT NO.980208S MP 242.63

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HORIZONTAL = 1"=100'
VERTICAL = 1"=10'
DATE:
1/17/2025
SHEET
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SHEET 1 OF 2

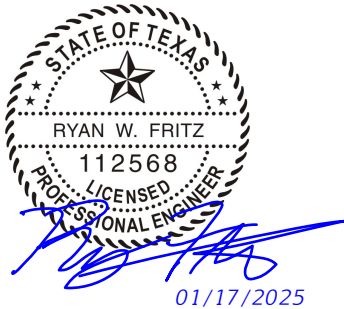
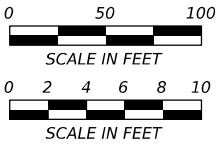
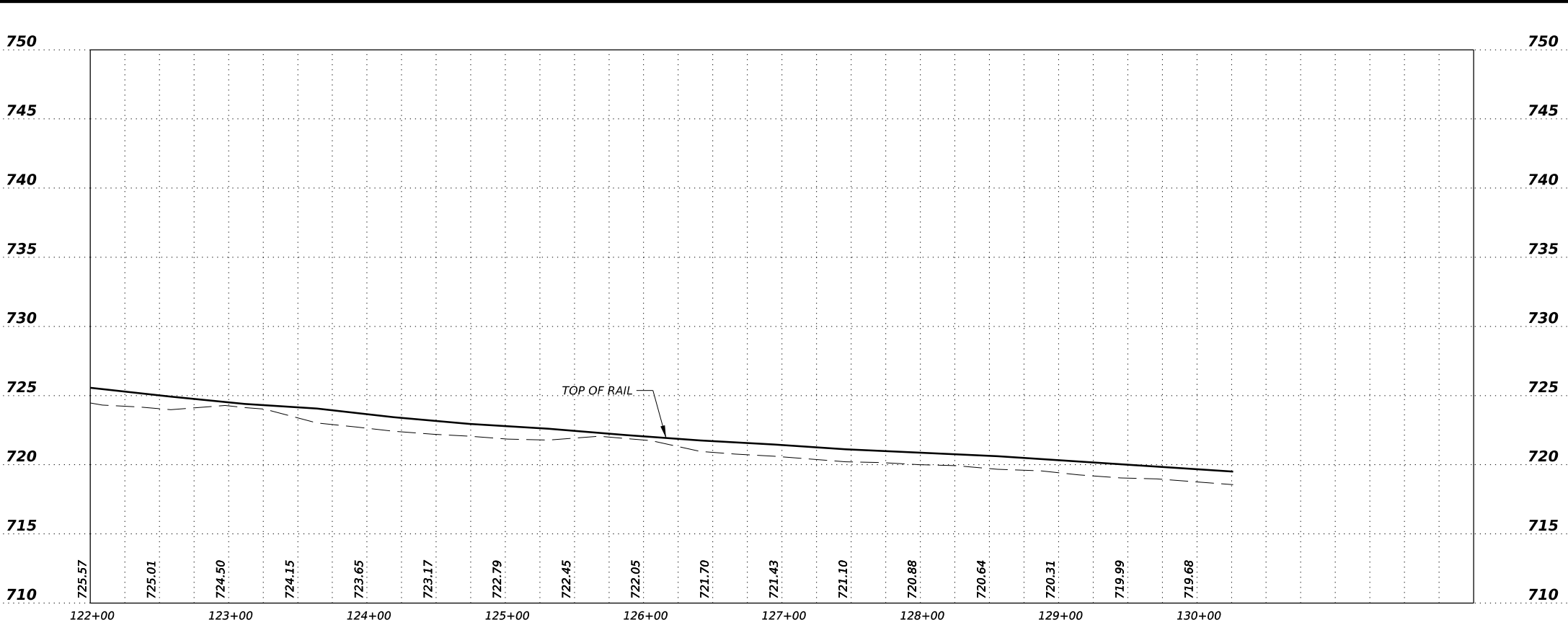
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PROGRESSIVE DESIGN BUILD

EVERMAN PARKWAY

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DW
CK
DW

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**BURNS
MCDONNELL** 777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT • 103271
TPW PROJECT •
WATER PROJECT •
SEWER PROJECT •

CITY OF FORT WORTH, TEXAS
TRANSPORTATION AND PUBLIC WORKS
CAPITAL DELIVERY DIVISION

EVERMAN PARKWAY

100% PLANS ADEQUATE
OVERPASS AT UPRR
MAIN LINE RAIL PROFILE
DOT NO.980208S MP 242.63

DESIGNED: RWF	SCALE: HORIZONTAL = 1"=100'	DATE: 1/17/2025	SHEET 2 OF 2
DRAWN: CAJ	VERTICAL = 1"=10'		
CHECKED: TRS			SHEET 6

X-XXXX

PROGRESSIVE DESIGN BUILD

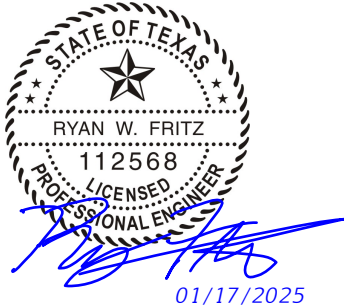
EVERMAN PARKWAY

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RAILROAD PROJECT NOTES

- NOTICE:
ALL WORK BY THE AGENCY OR THEIR CONTRACTOR MUST BE PERFORMED WITHOUT
DISRUPTING RAILROAD OPERATIONS AND/OR INFRASTRUCTURE. ALL MEANS AND METHODS
MUST BE CONSIDERED BY THE AGENCY OR THEIR CONTRACTOR. CONSTRUCTION METHODS
THAT PUT RAILROAD OPERATIONS AND INFRASTRUCTURE AT RISK WILL NOT BE ALLOWED.
COST IS NOT THE DETERMINING FACTOR FOR THE RAILROAD.
1. CONSTRUCTION WITHIN THE RAILROAD'S RIGHT-OF-WAY SHALL BE DESIGNED TO CAUSE
NO INTERRUPTION TO THE RAILROAD'S OPERATIONS, ENABLING THE TRACK(S) TO REMAIN
OPEN TO TRAFFIC PER THE RAILROAD'S REQUIREMENTS.
 2. THE PROPOSED PROJECT SHALL NOT INCREASE THE QUANTITY AND/OR CHARACTERISTICS
OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES.
 3. THE ELEVATION OF THE EXISTING TOP-OF-RAIL PROFILE SHALL BE VERIFIED BEFORE BEGINNING
CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE RAILROAD
PRIOR TO CONSTRUCTION.
 4. THE CONTRACTOR MUST SUBMIT A PROPOSED METHOD OF EROSION AND SEDIMENT CONTROL
AND HAVE THE METHOD APPROVED BY THE RAILROAD.
 5. ALL SHORING SYSTEMS THAT IMPACT THE RAILROAD'S OPERATIONS AND/OR SUPPORTS THE
RAILROAD'S EMBANKMENT SHALL BE DESIGNED AND CONSTRUCTED PER CURRENT RAILROAD
GUIDELINES FOR TEMPORARY SHORING. THE METHOD OF SHORING PERMISSIBLE IS DEPENDENT
UPON THE AVAILABILITY OF TRACK WINDOWS, IF ANY.
 6. ALL DEMOLITIONS WITHIN THE RAILROAD'S RIGHT-OF-WAY AND/OR DEMOLITION THAT MAY
IMPACT THE RAILROAD'S TRACKS OR OPERATIONS SHALL BE IN COMPLIANCE WITH THE RAILROAD'S
DEMOLITION GUIDELINES. DEMOLITION ACTIVITIES SHALL BE DESIGNED TO CAUSE NO INTERRUPTION
TO THE RAILROAD'S OPERATION, ENABLING THE TRACK(S) TO REMAIN OPEN TO TRAFFIC PER THE
RAILROAD'S REQUIREMENTS. THE METHOD OF DEMOLITION PERMISSIBLE IS DEPENDENT UPON THE
AVAILABILITY OF TRACK WINDOWS, IF ANY.
 7. ERECTION OVER THE RAILROAD'S RIGHT-OF-WAY SHALL BE DESIGNED TO CAUSE NO INTERRUPTION
TO THE RAILROAD'S OPERATION, ENABLING THE TRACK(S) TO REMAIN OPEN TO TRAFFIC PER THE
RAILROAD'S REQUIREMENTS. THE METHOD OF ERECTION PERMISSIBLE IS DEPENDENT UPON THE
AVAILABILITY OF TRACK WINDOWS, IF ANY.
 8. RAILROAD REQUIREMENTS DO NOT ALLOW WORK WITHIN 50 FEET OF TRACK CENTERLINE WHEN
A TRAIN PASSES THE WORK SITE AND ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF
THE TRACK CENTERLINE AND SECURE ALL EQUIPMENT.
 9. CONSTRUCTION ACTIVITIES, INCLUDING FALSEWORK/FORMWORK, ARE NOT ALLOWED WITHIN
THE "MINIMUM CONSTRUCTION CLEARANCE ENVELOPE" AS THEY WOULD OTHERWISE DISRUPT
RAILROAD OPERATIONS.
 10. ALL PERMANENT CLEARANCES SHALL BE VERIFIED BEFORE PROJECT CLOSING. ALL DISCREPANCIES
SHALL BE BROUGHT TO THE ATTENTION OF THE RAILROAD.
 11. EMAIL BEFORE YOU DIG. PRIOR TO EXCAVATION, DISRUPTING, OR WORKING ON THE RAILROAD
PROPERTY THE CONTRACTOR SHALL LOCATE AND PROTECT UPRR FACILITIES SENDING REQUESTS TO
THE UPRR "CALL BEFORE YOU DIG" (CBUD) EMAIL. GUIDANCE CAN BE FOUND AT THE FOLLOWING
WEB ADDRESS: WWW.UP.COM/CBUD.

NOTICE:
ALL CONSTRUCTION SUBMITTALS SHALL BE REVIEWED AND APPROVED BY THE AGENCY
PRIOR TO THE SUBMITTING TO THE RAILROAD FOR REVIEW AND APPROVAL.



BURNS
McDONNELL

777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT • I03271
TPW PROJECT •
WATER PROJECT •
SEWER PROJECT •

CITY OF FORT WORTH, TEXAS

TRANSPORTATION AND PUBLIC WORKS

CAPITAL DELIVERY DIVISION

EVERMAN PARKWAY

100% PLANS ADEQUATE
OVERPASS AT UPRR
RAILROAD PROJECT NOTES
DOT NO.980208S MP 242.63

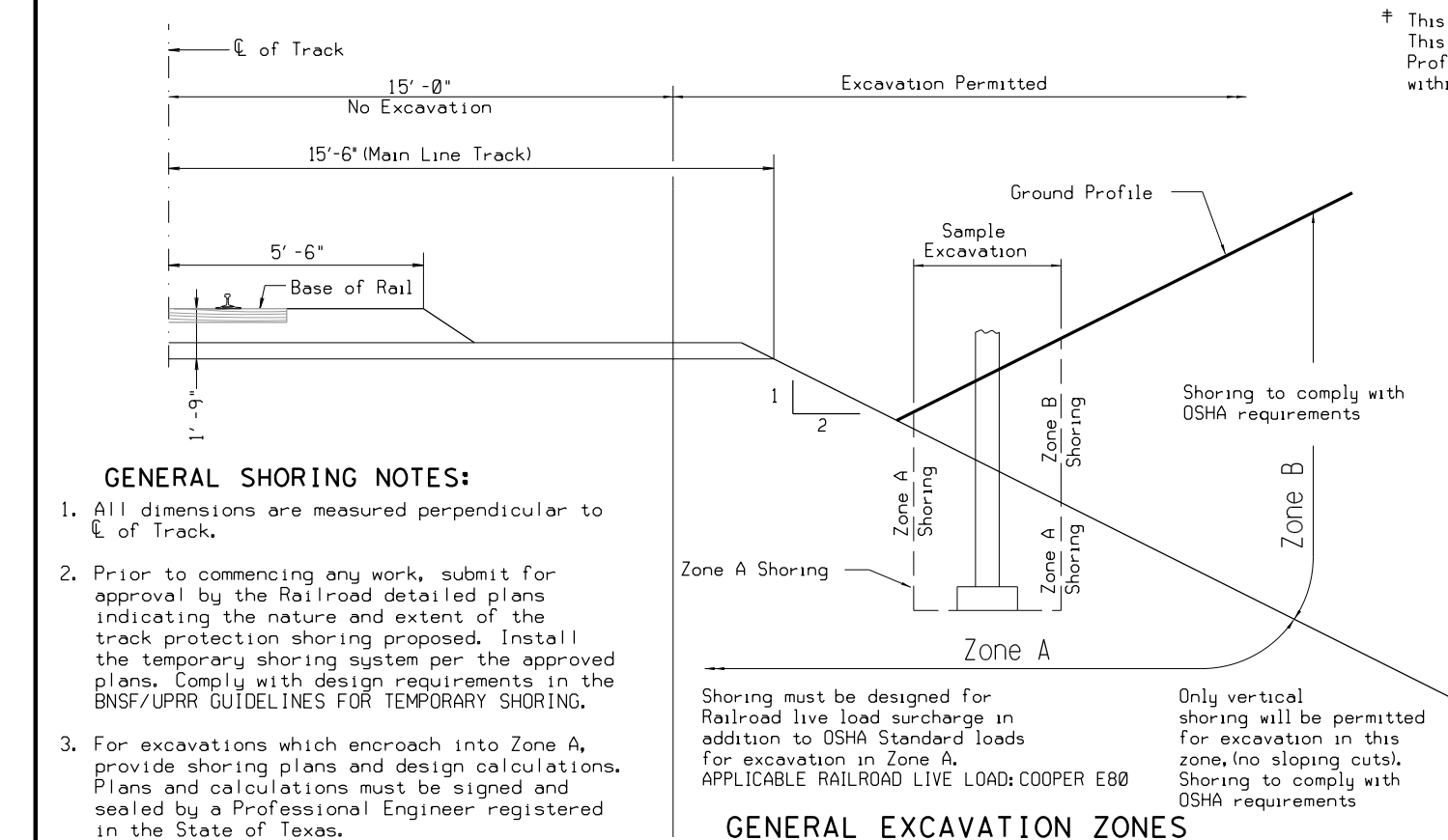
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PROGRESSIVE DESIGN BUILD

EVERMAN PARKWAY

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GENERAL SHORING NOTES:

1. All dimensions are measured perpendicular to CL of Track.
2. Prior to commencing any work, submit for approval by the Railroad detailed plans indicating the nature and extent of the track protection shoring proposed. Install the temporary shoring system per the approved plans. Comply with design requirements in the BNSF/UPRR GUIDELINES FOR TEMPORARY SHORING.
3. For excavations which encroach into Zone A, provide shoring plans and design calculations. Plans and calculations must be signed and sealed by a Professional Engineer registered in the State of Texas.

GENERAL EXCAVATION ZONES

GENERAL SHORING REQUIREMENTS

RAILROAD GENERAL NOTES:

1. Railroad review and approval of shoring, erection, demolition, and falsework is required. Allow a minimum of four weeks for the review and approval of each submittal.
2. The proposed grade separation project shall not increase the quantity and/or characteristics of the flow in the Railroad's ditches and/or drainage structures. In the rare event that a grade separation project will increase the quantity and/or characteristics of flow in such elements, such a design must be reviewed and approved by the Railroad.
3. Verify the elevation of the existing top-of-rail profile before beginning construction. Bring all discrepancies to the attention of the Railroad prior to construction.
4. Submit a proposed method of erosion and sediment control for approval by the Railroad.
5. Design and construct all shoring systems that impact the Railroad's operations and/or support the Railroad's embankment per current Railroad Guidelines for Temporary Shoring.
6. Comply with Railroad Demolition Guidelines for all demolitions within the Railroad's right of way and/or demolition that may impact the Railroad's tracks or operations.
7. Design erection methods over the Railroad's right of way to cause no interruption to the Railroad's operation, enabling the track(s) to remain open to traffic per the Railroad's requirements. Coordinate construction work windows with the Railroad's Designated Representative.
8. Design all construction phasing that may impact the Railroad operations to cause no interruption to the Railroad's operations, enabling the track(s) to remain open to traffic per the Railroad's requirements. Coordinate construction work windows with the Railroad's Designated Representative.
9. Comply with minimum construction clearances for falsework outlined in the Railroad's Guidelines.
10. Verify all permanent clearances before project closing.
11. For Railroad coordination please refer to Sheets 2 and 3 and the TxDOT Standard Specifications.

For shoring/excavations in Zone A, TxDOT requires a predesigned and approved shoring design in the PS&E. If this is the case no Contractor submittal is required.

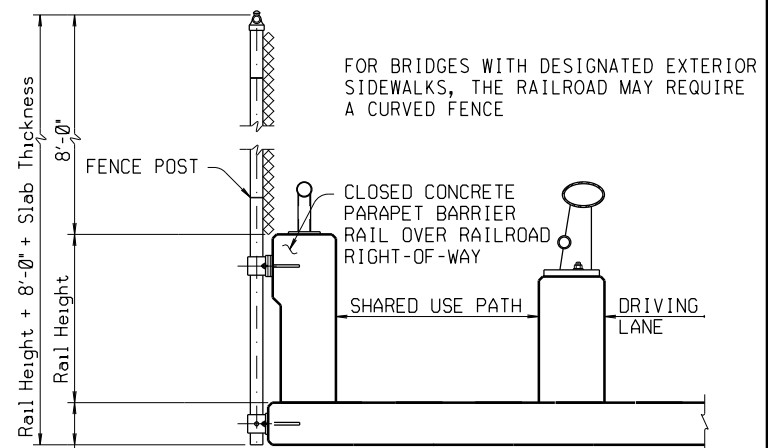
FOR THE FOLLOWING INFORMATION PLEASE REFER TO THE PLAN AND ELEVATION DRAWINGS OF THE BRIDGE PLANS. THE PLAN AND ELEVATION DRAWINGS SHALL SHOW ALL REQUIRED INFORMATION PER BNSF/UPRR GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECT PLAN NO. 711100 SHEET 2.

1. Centerline of bridge and/or centerline of project.
2. Track layout and limits of Railroad right of way with respect to centerline of main lines.
3. Future tracks, access roadways and existing tracks as main line, siding, spur, etc.
4. Point of minimum vertical clearance and distance, Measured perpendicular, from the centerline of nearest track.
5. Horizontal clearance at right angle from centerline of nearest existing or future track to the face of obstruction such as substructure above grade.
6. Horizontal clearance at right angle from centerline of nearest existing or future track to the face of nearest foundation below grade.
7. Horizontal spacing at right angle between centerlines of existing and/or future tracks.
8. Limits of shoring and minimum distance at right angle from centerline of nearest track.
9. All existing facilities and utilities and their proposed relocation, if required.
10. Toe of riprap or earth slope and/or limits of retaining wall.
11. Existing and proposed contours. (not required if the existing groundlines or drainage characteristics in Railroad ROW will not be altered).
12. Railroad Milepost and direction of increasing Milepost.
13. Direction of flow for all drainage systems within project limits.
14. Limits of barrier rail and fence with respect to centerline of track.
15. Depth of foundation below bottom of tie. (for footings only)
16. Top and bottom of pier protection wall elevation relative to top of rail elevation.
17. Controlling dimensions of drainage ditches and/or drainage structures.
18. Top of rail elevations for all tracks.
19. Minimum permanent vertical clearance above top of high rail to the lowest point under the bridge.
20. Existing and proposed groundline & roadway profile.
21. Type of riprap slope paving.
22. Location of deck drains.
23. Total width of superstructure.
24. Width of shoulder and/or sidewalk.

† This table is primarily required for overpass projects. This table is not required for underpass projects if the provided Plan and Profile sheets indicate this information at a minimum of every 100 ft and within bounds including 1500 ft before and after the limits of trackwork.

TABLE OF TOP OF RAIL PROFILE † (STATIONS INCREASE WITH MILEPOST INCREASE)				
	MAIN LINE			
	ALIGNMENT: LEFT RAIL 100' STATIONS	ELEVATION	ALIGNMENT: RIGHT RAIL 100' STATIONS	ELEVATION
1000' PRIOR TO PROJECT	100+00	745.46	100+00	745.40
	101+00	744.68	101+00	744.66
	102+00	743.86	102+00	743.67
	103+00	743.14	103+00	743.12
	104+00	742.33	104+00	742.37
	105+00	741.35	105+00	741.35
	106+00	740.35	106+00	740.39
	107+00	739.26	107+00	739.30
	108+00	738.37	108+00	738.25
	109+00	737.50	109+00	737.49
	110+00	736.69	110+00	736.70
	111+00	735.76	111+00	735.75
	112+00	734.84	112+00	734.85
	113+00	733.91	113+00	733.90
	114+00	733.08	114+00	733.13
WITHIN PROJECT	115+00	732.17	115+00	732.17
	115+38	731.84	115+38	731.81
	116+00	731.41	116+00	731.40
1000' AFTER PROJECT	117+00	730.70	117+00	730.69
	118+00	729.83	118+00	729.83
	119+00	728.78	119+00	728.78
	120+00	727.69	120+00	727.65
	121+00	726.63	121+00	726.60
	122+00	725.57	122+00	725.59
	123+00	724.50	123+00	724.53
	124+00	723.65	124+00	723.62
	125+00	722.79	125+00	722.77
	126+00	722.05	126+00	722.04
	127+00	721.43	127+00	721.41
	128+00	720.88	128+00	720.86
	129+00	720.31	129+00	720.31
	130+00	719.68	130+00	719.59

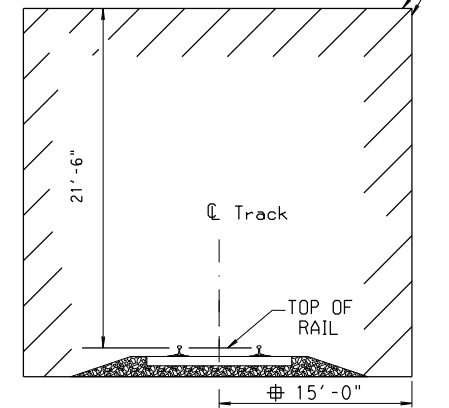
± EXISTING TRACK STA. 115+38
± CONSTRUCTION STA. 125+74



TYPICAL FENCE ON BARRIER DETAIL

ONLY REQUIRED ON OVERPASSES IF SHOWN ON BRIDGE LAYOUT. (AREAS WITH PEDESTRIANS ON BRIDGE, RAIL YARDS, OR HISTORY OF VANDALISM)

NO CONSTRUCTION ACTIVITIES OR OTHER OBSTRUCTION SHALL BE PLACED WITHIN THESE LIMITS



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE

± (NORMAL TO RAILROAD)

GENERAL NOTES:


Design and Construction for Railroad Projects shall be in accordance with the AREMA Manual for Railway Engineering and BNSF/UPRR Guidelines for Railroad Grade Separation Projects and the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges AS APPLICABLE TO THE RAILROAD COMPANY INVOLVED.

See BNSF/UPRR Guidelines for Grade Separation Projects Plan No. 711100 and TxDOT Railroad Fence Details Sheet for additional information. A curved top fence extending 8'-0" above top of sidewalk is acceptable only where there is a traffic rail between roadway and sidewalk.



01/17/2025

SHEET 1 OF 3

 Texas Department of Transportation		Rail Division	
RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION			
FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT
©TxDOT October 2014	CONT	SECT	JOB
REVISIONS March 2020			EVERMAN
	DIST	COUNTY	SHEET NO.
		TARRANT	8

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 written 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's website or by contacting the Railroad Designated Representative.

PART 3 - CONSTRUCTION

3.01 GENERAL

- A. Perform all work in compliance with all applicable Railroad, FRA (Federal Railway Administration) 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's 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 15 feet of the operational tracks will only be allowed if absolutely necessary and the Railroad's Designated Representative grants approval. Construction activities within 15 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's 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.

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's 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. A railroad flag person 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 3.18 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's course "Orientation for Contractor's Safety", and maintain current registration prior to working on the Railroad's property. This course is required to be completed annually by Contractor and Subcontractor personnel working on site.

"UPRR will not accept on-track safety training certificates from other Railroads. Refer to each Railroad's specific contractor right of entry for training information."
- B. Know and follow the "Contractor's Right of Entry Agreement" EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding clothing, 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" horizontal from centerline of track.
B. 21' - 6" 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 until receiving written assurance from the Railroad Designated Representative that arrangements have been made for any necessary flagging service.

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SHEET 2 OF 3

Texas Department of Transportation

Rail Division

RAILROAD REQUIREMENTS
FOR
FOR BRIDGE CONSTRUCTION

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©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
REVISIONS March 2020			EVERMAN	
	DIST	COUNTY	SHEET NO.	
		TARRANT	9	

3.09 CONSTRUCTION AND AS-BUILT SUBMITTALS

- A. Provide TxDOT submittals for construction materials and procedures as outlined below and indicated in TxDOT Standard Specifications. A summary of most TxDOT submittal requirements can be found at: [www.dot.state.tx.us/publications/bridge/items reviewed.pdf](http://www.dot.state.tx.us/publications/bridge/items%20reviewed.pdf)
- B. The tables below provide the Railroad's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in these bid documents. The review times indicated below represent the total time, including the Railroad's required four (4) weeks.
- C. TxDOT will forward relevant submittals to the Railroad Manager of Industry and Public Projects unless otherwise directed by the Railroad. TxDOT and the Engineer of Record will review and include comments prior to forwarding to the Railroad. Submit items in Table 1 for both railroad overpass and underpass projects, as applicable. Submit items in Table 2 for railroad underpass projects only.

TABLE 1 - RAILROAD SUBMITTAL REQUIREMENTS FOR OVERPASS & UNDERPASS PROJECTS

ITEM	DESCRIPTION	SETS	REVIEW TIME
1	Shoring design and details	6	6 weeks
2	Falsework design and details	6	6 weeks
3	Drainage design provisions	6	6 weeks
4	Erection diagrams and sequence	6	6 weeks
5	Demolition diagram and sequence	6	6 weeks

TABLE 2 - RAILROAD SUBMITTAL REQUIREMENTS FOR UNDERPASS PROJECTS

ITEM	DESCRIPTION	SETS	NOTES	REVIEW TIME
1	Shop drawings	6	Steel and Concrete members	6 weeks
2	Bearings	6	For all structures	6 weeks
3	Concrete Mix Designs	6	For all structures	6 weeks
4	Rebar & Strand certifications	6	For superstructure only	6 weeks
5	28 day concrete strength	6	For superstructure only	6 weeks
6	Waterproofing material certifications and installation procedure	6	Waterproofing & protective boards	6 weeks
7	Structural steel certifications	6	All fracture critical members & other members requiring improved notch toughness	6 weeks
8	Fabrication and Test reports	6	All fracture critical members & other members requiring improved notch toughness	6 weeks
9	Welding Procedures and Welder Certification	6	AWS requirements	6 weeks
10	Foundation Construction Reports or Notes	6	Pile driving, drilled shaft construction, bearing pressure test reports for spread footings	6 weeks
11	Compaction testing reports for backfill at abutments	6	Must meet 95% maximum dry density, Modified Procter ASTM D1557	6 weeks

- D. TxDOT shall submit As-Built Records to the Railroad when TxDOT has processed the final project plans. These records shall consist of the following items:

Overpass Projects

- Electronic files of all structure design drawings with as constructed modifications shown, in Microstation J or Acrobat .PDF format.
- Hard copies of all structure design drawings with as constructed modifications shown.

Underpass Projects

- Electronic files of all structure design drawings with as constructed modifications shown, in Microstation J or Acrobat .PDF format.
- Hard copies of all structure design drawings with as constructed modifications shown.
- Final approved copies of shop drawings for concrete and steel members.
- Foundation Construction Reports
- Compaction testing reports for backfill at abutments

3.10 APPROVAL OF DETAILS

Submit details of the construction affecting Railroad's tracks and property not already included in the Contract Plans to the Railroad Designated Representative through TxDOT for the Railroad's review and written approval before such work is undertaken. Allow a total six (6) weeks for review and approval of these submittals, which includes the Railroad's four (4) week review time.

3.11 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.

3.12 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:
- Pre-construction meetings.
 - Pile driving/drilling of caissons or drilled shafts.
 - Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
 - Erection of precast concrete or steel bridge superstructure.
 - Placement of waterproofing (prior to placing ballast on bridge deck).
 - 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.

3.13 RAILROAD REPRESENTATIVES

Railroad representatives, conductors, flag person or watch person will be provided by the Railroad, at expense of TxDOT, to protect Railroad's 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's 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.

3.14 WALKWAYS REQUIRED

Maintain along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than twelve feet (12') from centerline of track. Remove any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours before the close of each work day. Construct walkways with railings over open excavation areas when in close proximity of track. Do not violate allowable clearances of these railings to centerline of track: 8' - 6" horizontally for tangent track or 9' - 6" horizontally for curved track.

3.15 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.

3.16 TRAFFIC CONTROL

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

3.17 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

If a telecommunications system is buried anywhere on or near Railroad's 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 1/4inch vertical or horizontal is detected in the tracks. Immediately repair the damage to the satisfaction of TxDOT and the Railroad before proceeding.


3.18 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 or as specified in the Contractor Right of Entry (CROE).

3.19 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 3 OF 3

 Texas Department of Transportation				Rail Division	
RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION					
FILE:	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT	
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY	
REVISIONS March 2020			EVERMAN		
	DIST	COUNTY		SHEET NO.	
	TARRANT		10		

**EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

SECTION 1 -CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 -RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 -MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 -SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a

flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or

prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the

Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 -INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 -OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 -BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10 -.REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the

Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit C (if applicable) will be Railroad's Material and Force Account Estimate.

EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

1/30/2025

LOCATION: DOT# 980208S, Everman Parkway, Fort Worth, TX, Ft. Worth Sub, MP 242.63

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 25,000	\$ -	\$ -	\$ 25,000.00	\$ 25,000
Construction Submittals	\$ 15,000	\$ -	\$ -	\$ 15,000.00	\$ 15,000
Construction Management	\$ 70,000	\$ -	\$ -	\$ 70,000.00	\$ 70,000
*Digital Observation (If Required)	\$ 150/day	\$250/day			
TOTAL PROJECT:	\$ 110,000	\$ -	\$ -	\$ 110,000.00	\$110,000

TOTAL ESTIMATED COST: \$110,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

***Digital Observation (If Required) = This will be assessed when determined to be required by UPRR**

Flagging is NOT included in this estimate. Agency's are instructed to follow Union Pacific's Third Party Flagging Policy.

Please utilize the following link to Union Pacific's Third Party Flagging Policy:

https://www.up.com/real_estate/third-party-flagging/index.htm

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: City of Fort Worth

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Agency's Project Number _____ covering the construction of a new overhead structure

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Rooke Jackson
(682) 274-3898
rjackson@benesch.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Jarrold Epperson
(254)-239-8474
Jarrod.epperson@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the

Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07

C

- B. All Railroad tracks within and adjacent to the Project site are to be assumed as 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 can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the 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 from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 - 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit E**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall 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's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 - 1. Description of work to be done.

2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency 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 MTM Representative, the Contractor's operations may inhibit the Railroad's operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at <https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm>. This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one ft six inches (21.5) foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than fifteen feet (15') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

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

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions 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 OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,400 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____

PM: _____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad 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.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. 0786783

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



REVISIONS		
NO.	DATE	DESCRIPTION

02040

SCALE IN FEET

PROPOSED PERMANENT WORK
IN UPRR ROW = 7,284 SF

PROPOSED TEMPORARY WORK
IN UPRR ROW = 30,350 SF

777 MAIN STREET
SUITE 2500
FORT WORTH, TEXAS 76102
ENGINEERING FIRM F-845

CITY PROJECT • 103271

TPW PROJECT •

WATER PROJECT •

SEWER PROJECT •

CITY OF FORT WORTH, TEXAS

TRANSPORTATION AND PUBLIC WORKS

CAPITAL DELIVERY DIVISION

EVERMAN PARKWAY

PROPOSED FOOTPRINT
EVERMAN PARKWAY AT UPRR
BRIDGE OVERPASS
DOT NO. 980208S MP 242.63

SHEET 1 OF 1

DESIGNED: RWF

DRAWN: RWF

CHECKED: TRS

SCALE = 1"=20'

DATE: 12/23/2024

SHEET 1

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (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 RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will 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 Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.